

**Chengdu Airlines General
Conditions of International Carriage
for Passengers and luggage**

Chapter 1 Definition

Article 1 In Chengdu Airlines General Conditions of Carriage for International Passengers and Baggage (hereinafter referred to as Conditions), except where the context otherwise requires or where it is otherwise expressly provided, the following expressions have the meanings respectively assigned to them, that is to say:

(1) "International Air Carriage" means, unless otherwise stated in the Convention, transportation in which, according to the contract of carriage, either the place of departure or the destination or an Agreed Stopping Place, whether or not there is a break in the transportation, is not situated in the People's Republic of China.

(二) Chengdu Airlines refers to the abbreviation of Chengdu Aviation Limited. On the ticket, the two-letter code of Chengdu Airlines is "EU".

(3) Carrier includes the air carrier issuing the ticket and all air carriers that carry or undertake to carry the passenger and/or his baggage there under.

Ticket-issuing carrier: An airline that displays in digital codes in the ticket or electronic ticket. It shall be the controlling and authorizing entity of the electronic ticket transaction.

Sales Carrier: An airline whose code is recorded as a carrier on an electronic tickets or tickets.

(4) "Airline Designator Code" means the two-characters or three letters which identify particular air carriers.

(五) "Authorized Sales Service Agent" means a passenger transportation sales agent authorized by Chengdu Airlines and representing Chengdu Airlines to sell Chengdu Airlines air transport services (products) within the scope of authorization.

(六) "Authorized Ground Service Agent" means an enterprise authorized by Chengdu Airlines and acting on behalf of Chengdu Airlines to provide ground service agency business for passengers and baggage transportation of Chengdu Airlines actual operating flights within the scope of authorization.

(7) "Passenger" means any person, except members of the crew, carried or to be carried in an civil aircraft pursuant to a Ticket.

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

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

(10) Reservation means the reservation of seat and class of service, or the weight and size of baggage appointed by the passenger.

(11) Flight means the flying of aircraft according to the required route, date and time.

(12) Ticket means the valid document sold or recognized by the carrier or its authorized sales agents, with authorized transportation right. It includes paper tickets and electronic tickets. Paper Ticket means the passenger ticket and baggage check issued by a carrier or a carrier representative, including the conditions of carriage contract, declaration, notice, flight coupon, passenger coupon etc. It is the electronic substitute for a paper ticket.

(十三) "E-ticket" means a ticket that is sold by the authorized sales service agent of Chengdu Airlines or Chengdu Airlines and is stored in the system database in the form of electronic data and used as a form of sales, settlement and transportation voucher.

(14) "Conjunction Ticket" means a Ticket issued to you with relation to another Ticket which together constitute a single contract of carriage.

(十五) "Days" refer to calendar days, including seven days in a week. For the purpose of sending notices, company will not count the day on which notice is sent. For the purposes of deciding whether a ticket is valid, company will not count the day on which the ticket was issued, or the first flight began.

(16) "Coupon" means a Flight Coupon or an Electronic Coupon, each of which entitle the named passenger to travel on the particular flight identified on the coupon.

(17) "Electronic Coupon" means an electronic flight coupon or other valued document held in Chengdu Airlines computer database.

(18) "Flight Coupon" means that portion of the Ticket issued by Chengdu Airlines or its authorized sales agent that bears the notation "good for passage", or in the case of an Electronic Ticket, the Electronic Coupon, and indicates the particular places between which you are entitled to be carried.

(19) "Itinerary/Receipt" means a document or documents Chengdu Airlines issue to Passengers traveling on Electronic Tickets that contains the Passenger's name, flight information, etc.

(20) "Freight rates" means the airline published fares, charges and/or related conditions of use. If necessary, approval from the relevant departments shall be obtained.

(21) "Agreed Stopping Places" means those places, except the place of departure and the place of destination, set out in the Ticket or shown in our timetables as scheduled stopping places on your route.

(22) Stopover means a deliberate interruption of the journey by the passenger, at a point between the place of departure and the place of destination, which has been agreed to in advance by Chengdu Airlines.

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

(24) "Check-in Deadline" means the latest time limit specified by the airline by which you must have completed check-in formalities and received your boarding pass.

(25) "Convention" means whichever of the following instruments are applicable:

The Convention for the Unification of Certain Rules Relating to International Carriage by Air, signed at Warsaw, 12 October 1929 (hereinafter referred to as the Warsaw Convention, for detail see

http://www.caac.gov.cn/XXGK/XXGK/GJGY/201510/t20151029_8979.html);

The Warsaw Convention as amended at The Hague on 28 September 1955 (hereinafter referred to as the Hague Protocol, for detail see

http://www.caac.gov.cn/XXGK/XXGK/GJGY/201510/t20151029_8978.html);

The Convention for the Unification of Certain Rules for International Carriage by Air signed at Montreal on 28 May 1999 (hereinafter referred to as “Montreal Convention”), for detail see

http://www.caac.gov.cn/XXGK/XXGK/GJGY/201510/t20151029_8976.html).

(26) "Damage" means: (1) In the case of Passenger bodily injury or death, damage sustained and caused by an accident occurring on board the aircraft or in the course of any of the operations of embarking or disembarking;(2) In the case of loss, damage to or destruction of Checked Baggage, damage sustained while the Checked Baggage or at any time that the Checked Baggage is in charge of the carrier;(3) In the case of Unchecked Baggage of which the Passenger takes charge, damage caused by the fault of the carrier or the agents of the carrier.

(27) "SDR" means a Special Drawing Right as defined by the International Monetary Fund.

(28) Baggage means such articles and other personal properties of a passenger are necessary or appropriate for wear, use, comfort or convenience in connection with the trip. Unless otherwise specified, it shall include both checked and unchecked baggage of the passenger.

(29) “Check-in baggage” refers to baggage that passengers handed to Chengdu Airlines to take care of and transported and issuing baggage identification labels.

(30) Unchecked Baggage means any baggage other than passengers checked baggage, including self-care baggage and seat baggage.

(31) "Baggage Identification Tag" means a document issued solely for identification of Checked Baggage.

(32) "Baggage Check" means those portions of the Ticket which relate to the carriage of passengers Checked Baggage.

(33) "Flight Oversale" refers to the sale of seats exceeding the maximum number of available seats on a flight.

(34) "Code-Sharing Flight" means that on certain flights, Chengdu Airlines has an agreement with other carriers, called "Code-Sharing". This means that even if a passenger booked a flight with the name of Chengdu Airlines or the airline code (EU), it may take a civil aircraft actually operated by another carrier. If such arrangements apply, Chengdu Airlines will advise passengers of the carrier operating the aircraft at the time you make a reservation.

Chapter 2 Applicability

Article 1 General Rules

(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 Chengdu Airlines 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) These Conditions also apply to no charge and reduced fare carriage except to the extent that Chengdu Airlines has provided otherwise in its regulations or in the relevant contracts or tickets.

(3) In the event of inconsistency between any provisions hereunder and anything contained in the latest provisions published by Chengdu Airlines, the latest provisions

shall prevail. Except for those inconsistent provisions, the validity of the remaining provisions hereunder shall not be affected.

Article 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.

Section 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

Article 1 General Rules

(1) Chengdu Airlines will provide carriage only to the Passenger named in the Ticket, and passengers may be required to produce appropriate identification as the Passenger named in the Ticket.

(2) Ticket is not transferrable.

(三) Passenger tickets shall not be altered, and the altered tickets shall be invalid.

(4) Some Tickets are sold at discounted fares which may be partially or completely non-refundable. Passengers should choose the fare that best suits to your needs.

(5) If you have a Ticket, as described in (4) above, which is completely or partly unused, and passengers are prevented from traveling due to Force Majeure, Chengdu Airlines will provide you with a credit of the non-refundable amount of the fare, for future travel on us, subject to deduction of a reasonable administration fee, provided that passengers promptly advise us and furnish evidence of such Force Majeure.

(6) The ticket is and remains at all times the property of the issuing Carrier.

(7) Except in the case of an Electronic Ticket, passengers shall not be entitled to be carried on a flight unless you present a valid Ticket containing the Flight Coupon for that flight and all other unused Flight Coupons and the Passenger Coupon. In addition, you shall not be entitled to be carried if the Ticket presented is mutilated or if it has been altered, other than by Chengdu Airlines or Chengdu Airlines Authorized Agent. In the case of an Electronic Ticket, passengers shall not be entitled to be carried on a flight unless passengers provide positive identification and a valid Electronic Ticket that has been duly issued in your name.

Article 2 Loss of Paper Tickets

The following regulations are used for the loss of tickets and baggage checks issued by Chengdu Airlines and its authorized sales agent.

(1) General Rules

In case of loss or mutilation of a ticket (or part of it) or non-presentation of a Ticket containing the Passenger Coupon and all unused Flight Coupons, the passenger takes full responsibility.

(2) Reporting Loss of Paper Tickets

1. In case of loss or mutilation of a ticket (or part of it) or non-presentation of a Ticket containing the Passenger Coupon and all unused Flight Coupons, the passenger should file a loss report at a ticket office of Chengdu Airlines or its sales agent.

2. When reporting the loss of a ticket, the passenger should show his or her valid identification with the attachment of the certificate of the date, place and itinerary of original issued ticket. If the person who reports the loss of ticket is not the actual passenger, the valid identification card of this person and a notarized letter which passenger has signed should be presented.

3. Before the passenger reports the loss of a ticket, any fraud or use of the whole (part of) ticket by a third party, Chengdu Airlines will not be liable and may refuse a refund for the lost ticket or a replacement of the ticket.

(3) Replacement of a lost ticket

1. Passenger should complete an Application for Replacing or Refunding of Lost Ticket of Chengdu Airlines.

2. Passengers must declare their consent to compensate for all possible losses incurred to Chengdu Airlines, including the fraudulent use or withdrawal by others, and the necessary litigation costs. Chengdu Airlines will collect handling fees according to the provisions of Chengdu Airlines and issue new tickets to replace the

above-mentioned tickets or some of them, at the request of passengers and without violating the original fare regulations.

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

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

(4)Repurchasing ticket

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

(5)Refund of Lost Tickets

If passenger wants to refund the lost ticket directly, he or she must report the lost ticket according to article 2 (2). The lost ticket will be refunded provided no fraud or use by third party has been confirmed by Chengdu Airlines.

Article 3 Ticket not Transferrable

(1)Ticket is not transferrable.

(2) If someone other than the person entitled to be carried on a ticket travels pursuant to that ticket or is given a refund in connection there with. Chengdu Airlines shall not be liable to the person so entitled it provides carriage, or makes a refund.

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

(4) If a ticket were to be used or refunded by any person other than the person entitled to be carried, Chengdu Airlines is not liable to the person entitled to be carried or refunded.

Article 4 Validity of the ticket

Except as otherwise provided in the Ticket, these Conditions of Carriage, or in applicable Tariffs which may limit the validity of a ticket, in which case the limitation will be shown on the Ticket, a Ticket is valid for:

(1) Subject to the first travel occurring within one year from the date of issue, one year from the date of first travel under the Ticket;

(2) If no portion of the Ticket is used, one year from the date of issue.

(三) The validity period of a ticket shall be calculated from zero o'clock (inclusive) on the day of the commencement of the journey or the date of filling out the ticket to 24 o'clock (exclusive) on the expiry date.

Article 5 Extension of Validity of the ticket

(1) For the following reasons of Chengdu Airlines, result in the passenger is prevented from travelling within the period of validity of the ticket, the validity of such passenger's ticket will be extended until Chengdu Airlines' first flight on which space is available in the class of service for which the fare has been paid:

1. The flight on which the passenger holds a reservation is cancelled;
2. An agreed stopping place which is the passenger's place of departure, destination or stopover is cancelled;
3. The flight fails to depart as scheduled;

4. The passenger misses the flight on which a seat has been confirmed;
5. The passenger is booking class is changed;
6. The reserved seat cannot be provided.

(2) A passenger who holds a ticket in normal fare fails to travel within the period of validity due to Chengdu Airlines is failure to provide a seat based on the class of service of the ticket. The period of validity of the ticket could be extended to the first flight that can be provided by Chengdu Airlines on which a seat of the same class as purchased by the passenger. However, the extended period shall no more than 7 days.

(3) If after having commenced your journey, you are prevented from continuing your travel within the period of validity of the Ticket by reason of illness, Chengdu Airlines may extend the period of validity of your Ticket until the date when you become fit for travel or until our first flight after such date, from the point where the journey was interrupted on which space is available in the class of service for which the fare has been paid. The sickness should provide diagnostic certificate confirmed by a medical institution accredited by Chengdu Airlines. When a passenger ticket has one or more halfway stations in the unused section, the validity period of the ticket shall not exceed three months from the date of issuance of the medical institution's diagnostic certificate. Chengdu Airlines will similarly extend the period of validity of Tickets of other members of your immediate family accompanying you.

(4) In the event of the death of a Passenger enroute, 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.

Article 6 Coupons Sequence and Use

(1) The Ticket passengers have purchased is valid only for the transportation shown on the Ticket, from the place of departure via any Agreed Stopping Places to the final place of destination. The fare passengers have paid is based upon Chengdu Airlines Tariff and is for the transportation as shown on the Ticket. The Tariff for your fare forms an essential part of Chengdu Airlines contract with passengers. All pages on the ticket must be used in the order specified when the ticket is filled out. If they are not used in the order, Chengdu Airlines needs to recalculate the fare according to the actual itinerary of the passengers.

(2) If passengers want to change any aspect of transportation, must contact Chengdu Airlines in advance. Once the transport is changed, the fare will be recalculated. Passengers can choose whether to accept the new fare or to maintain the original transport on the passenger ticket. Passengers are required to change any aspect of transportation due to Force Majeure, passengers must contact Chengdu Airlines as soon as practicable and Chengdu Airlines will use reasonable efforts to transport passengers to your next Stopover or final destination, without recalculation of the fare.

(三) If passengers change their transport without the consent of Chengdu Airlines, Chengdu Airlines will determine the fare according to the actual itinerary of passengers. The ticket price required by the actual itinerary refers to the ticket price generated by passengers booking the actual itinerary. If the ticket price is higher than the amount paid by passengers at present, passengers should pay the difference between the original fare and the applicable fare after the change of transportation. Chengdu Airlines will provide passengers with follow-up transport services based on the subsequent payment of additional fees by passengers, and the unused sections of passenger tickets will no longer be used.

(四) Changes in certain transport contents on passenger tickets may lead to increases in fares, such as changes in departure places or travel directions. Many fares are valid only on the dates and for the flights shown on the Ticket and may not be changed at all, or only upon payment of an additional fee.

(5) Each Flight Coupon contained in passengers ticket will be accepted for transportation in the class of service on the date and flight No. for which space has been reserved, as shown in the Flight Coupon. If the passenger has an open ticket, he can book his seat according to the fare rules of Chengdu Airlines and the availability of flight seats.

(6) In the event passengers do not show up for any flight, for which you are holding a reservation, without advising Chengdu Airlines in advance, we may cancel your return or onward reservations as shown in your Ticket. However, if passengers notify Chengdu Airlines in advance, Chengdu Airlines will reserve seats for subsequent flights according to passenger request.

Chapter 4 Stopovers

Article 1 Stopovers may be permitted at agreed stopping places but may be subject to government requirements and Chengdu Airlines Regulations.

Article 1 Stopovers may be arranged in advance and provided in the ticket.

Chapter 5 Fares, Taxes, Fees and Charges

Article 1 Applicable Fare

Fares apply only for carriage from the airport at the point of origin to the airport at the point of destination, unless otherwise expressly stated. Fares do not include ground transport service between airports or between airports and town terminals. Fare will be calculated in accordance with Chengdu Airlines Tariff in effect on the date of payment of passengers ticket for travel on the specific dates and itinerary and transportation content shown on the Ticket. After the ticket is sold, if the fare is adjusted, the fare will not change. If passengers want to change itinerary or dates of travel, this may affect the fare required to be paid.

Article 2 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, Chengdu Airlines may determine the routing.

Article 3 Child and infants ticket

(1) Children can buy tickets for children or tickets for adults. Chengdu Airlines provides seats and applies the corresponding fare rules.

(2) Infants should buy infant tickets at 10% of the normal adult fare on the same flight. Chengdu Airlines does not provide seats. If they need to occupy seats alone, they should purchase children tickets. When one adult passenger carries more than one infant, the excessive infant should purchase children tickets.

(3) Children and infants accompanied by adults should purchase tickets of the same class as their companions. Children and infants accompanied by adults should purchase tickets of the same class of service as their companions.

Article 4 Taxes and Charges

Applicable taxes, fees and charges imposed by government or other authorities, or by the operator of an airport, shall be payable by passengers. At the time passengers purchase ticket, passengers will be advised by Chengdu Airlines of taxes, fees and charges not included in the fare, most of which will normally be shown separately on the Ticket.

Article 5 Currency

Fares, taxes, fees and charges are payable in the currency of the country in which the Ticket is issued, unless another currency is indicated by Chengdu Airlines or Chengdu Airlines Authorized Agent, at or before the time payment is made. Chengdu Airlines may at our discretion, accept payment in another currency due to, for example, the non-convertibility of local currency .

Chapter 6 Reservations

Article 1 General Rules

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

(2) As provided in Chengdu Airlines' Regulations, certain fares may have conditions which limit or exclude the passenger's right to change or cancel reservations.

(3) Each flight coupon, or in the case of an electronic ticket, an electronic coupon, will be accepted for carriage by Chengdu Airlines in the class of service specified therein on the date and flight for which accommodation has been reserved. When flight coupons, or in the case of an electronic ticket, an electronic coupon, are issued without a reservation being specified thereon, space will be reserved on application subject to the conditions for the relevant fare and the availability of space on the flight applied for.

(4) If Chengdu Airlines implements code sharing with other carriers, it means that although the name and code of Chengdu Airlines are clearly stated on the passenger's scheduled flight or ticket, the passenger may be on an aircraft operated by another carrier. The salesperson shall inform the passenger of the actual carrier operating the flight when booking or purchasing tickets, and the passenger shall go through the related formalities in accordance with the provisions of the actual carrier.

(五) If passengers on code-sharing flights voluntarily change or refund their tickets, they shall do so in accordance with the relevant provisions of the seller; if passengers on code-sharing flights involuntarily change their tickets, they shall go through the formalities in accordance with the relevant provisions of the actual carrier.

Article 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 Chengdu Airlines or its Authorized Agent.

Section 3 Personal Data

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

Article 4 Arrangement of Seat

Except for providing seats for passengers who have reserved flight and class of cabin, Chengdu Airlines does not guarantee to provide any particular seat in the

aircraft and the passenger agrees to accept any seat that may be allotted on the flight in the class of service for which the ticket has been issued.

Article 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, Chengdu Airlines is not liable to the passenger for loss or expense.

Section 6 Cancellation of Onward Reservations made by Carrier

Chengdu Airlines has the right to cancel any seats for passengers if they have not used the reserved seats and have not reconfirmed the subsequent flight sections, and have not notified Chengdu Airlines in advance. Chengdu Airlines also has the right to charge service fees to those passengers who have not used the reserved seats.

Section 7 Precedence Reservation

(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.

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

(3) In case of Chengdu Airlines' permission, passenger who changes an itinerary involuntarily can make a precedence reservation.

Chapter 7 Check-in and Boarding

Article 1 Check-in and Boarding

(1) Check-in Deadlines are different at every airport and Chengdu Airlines recommend that passengers inform yourself about these Check-in Deadlines and comply with them. Passengers journey will be smoother if you allow yourself ample time to comply with the Check-in Deadlines. Chengdu Airlines reserve the right to cancel passengers reservation if passengers do not comply with the Check-in Deadlines. Chengdu Airlines or Chengdu Airlines Authorized Agents will advise passengers of the Check-in Deadline for your first flight with Chengdu Airlines. For any subsequent flights on passengers journey, passengers should inform yourself of the Check-in Deadlines.

(2) Passengers must be present at the boarding gate not later than the time specified by Chengdu Airlines when check-in. Chengdu Airlines has the right to cancel passenger seats if passengers do not arrive at the boarding gate before the prescribed closing time.

(三) Passengers shall use the same valid travel documents as those used in purchasing tickets when they go through the formalities of check-in.

(4) Chengdu Airlines will not be liable to passengers for any loss or expense incurred due to passengers failure to comply with the provisions of this Article.

Chapter 8 Refusal and Limitations of Carriage

Article 1 Right to Refuse Carriage

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

(1) Fail to comply with any applicable laws, regulations or orders of any state or country to be flown from, into or over;

(二) Passengers' behavior, age, mental or health conditions are not suitable for air travel, or may cause discomfort or disgust to other passengers, or may cause any harm or danger to themselves or other persons or property;

(3) The passenger has failed to observe the instructions of Chengdu Airlines, or not taking Chengdu Airlines crews arrangement and advice;

(4)The passenger has refused to submit to a security check;

(6)The passenger does not show his passport, visa and other valid travel documents;

(6) 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 Chengdu Airlines;

(7) The passenger has not paid the applicable fare, charges and (or) has not honored his/her credit arrangements with Chengdu Airlines and relevant carriers.

(八) Tickets shown by passengers:

1. Illegally acquired or not purchased by the issuing carrier or its authorized agent;
2. It has been reported lost or stolen.
3. It is forged;
4. It is changed without the consent of the carrier or its authorized agent or is incomplete;

(9) The person who presents the ticket fails to prove that he/she is the person named in the "Name of Passenger" on the ticket.

Article 2

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

Article 3 Limitations on Carriage

Acceptance for the carriage of carry up infants, unaccompanied-children, incapacitated persons, disable passengers, expectant mothers, persons with an illness or those passengers requiring special assistance may be subject to prior arrangement with Chengdu Airlines, in accordance with Chengdu Airlines' Regulations.

Article 4 Carriage of Children

Children over two years but below five years of age must be accompanied by adults who have been eighteen years old and have full civil capacity. When children

are flying with adult companionship, they should purchase tickets of the same class as their companions.

The carriage of unaccompanied minors between the ages of 5 and 12 requires our prior consent, together with payment of the ticket fare and service fee required by Chengdu Airlines. The number of unaccompanied children on each flight is limited and Chengdu Airlines has the right to refuse the transportation.

Juvenile passengers aged over 12 and below 18 who travel alone may voluntarily apply for Unaccompanied Children's services. Regarding the provisions on the carriage of unaccompanied children, passengers may consult with authorized sales service agents of Chengdu Airlines and Chengdu Airlines or authorized ground service agents of Chengdu Airlines.

Chapter 9 Baggage

Article 1 General Rules

Baggage ticket is the preliminary evidence of the conditions of baggage consignment and transport contract. The term "baggage ticket" as mentioned in the preceding paragraph refers to the part of a passenger's ticket related to the carriage of passenger's checked baggage.

The carrier shall not be liable for personal injury or loss of the passenger's luggage caused by the contents of the passenger's luggage. If the contents of the passenger's luggage cause injury to other persons or damage to the carrier's property,

the passenger shall compensate the carrier for the loss and the expenses incurred therefrom.

Article 1 Items Prohibited and Limited as Baggage

(1) Items which are unacceptable as baggage

1. Items which do not constitute baggage as defined in Chapter 1 hereof;

2. Items which are likely to endanger the aircraft or persons or property on board

the aircraft specified in the International Civil Aviation Organization (ICAO)

Technical Instructions for the Safe Transport of Dangerous Goods by Air, the

Dangerous Goods Regulations of the International Air Transport Association (IATA),

the Transport of Dangerous Goods Regulations of Civil Aviation Administration of

China (CAAC). Especially those following prohibited articles: Explosives,

compressed gases, Spontaneous combustion of material, corrosive substances, oxides,

radioactive or magnetized objects, flammable, poisonous, dangerous or irritative

substances. More information about the relative substances, please contact Chengdu

Airlines.

3. Items the carriage of which is prohibited by the applicable laws, regulations or orders of any state to be flown from, to or over;

4. Items which are unsuitable for carriage by reason of their package, shape, weight, size or character;

5. Live animals, except as provided for in 13 of this Article.

(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 equipments, keys, computers, video cameras, cameras, mobile phones or other valuable electronics. Chengdu Airlines is not liable for loss or expense made by passenger' failure to comply with the above regulations.

(3) Items which shall attach an exemption baggage tag

When accepting Baggage for carriage which is disputable in transportation responsibility, we shall attach an exemption baggage tag to exempt the corresponding responsibility of Chengdu Airlines.

1. Fragile and damageable baggage;
2. Improperly packed baggage;
3. Small animals, fresh and alive objects, perishable goods or perishable goods carried in the baggage;
4. The time for the passenger to transport the baggage is too late;
5. Damaged baggage;
6. Checked baggage whose weight and size is out of the limitation regulated by carrier or oversized baggage;
7. Unlocked baggage or the lock is broken;
8. Hand baggage whose size exceeds the limitation of the baggage in the cabin.

Article 3 Right to Refuse Carriage

(1) For the goods prohibited to be transported as luggage in Article 2(1) of this Chapter, Chengdu Airlines has the right to refuse its transportation. Once any of the above-mentioned items are found during the transportation, Chengdu Airlines has the right to refuse to continue its transportation.

(2) Checked baggage should be packed in suitcases or other suitable containers to ensure safe transportation under normal operating conditions. If Chengdu Airlines considers that the items are not suitable for transportation due to size, shape, weight, content, characteristics, or for the safety and operation reason, or for the comfort and convenience of other passengers, Chengdu Airlines shall have the right to refuse to accept them as checked baggage. Consult Chengdu Airlines for related information

Article 4 Right of Check

For the sake of transportation safety, Chengdu Airlines can check passenger luggage according to the prescribed procedures. Chengdu Airlines may check, scan or X ray check to the passenger's baggage in his absence if the passenger is not available, for the purpose of determining whether he is in possession of or whether his baggage contains any item described in article 2(1) of this chapter. If any damages caused by the X ray check or scan, Chengdu Airlines takes no responsibility. If the passenger is unwilling to comply with such request Carrier may refuse to carry the passenger or baggage.

Article 5 Checked Baggage

(1) Guns and ammunition, other than for hunting and sporting purposes, are prohibited from carriage as Baggage with the guns carriage license or the approval

issued by the state council physical cultural administrative departments. Guns and ammunition for hunting and sporting purposes may be accepted as Checked Baggage, guns must be unloaded with the safety catch on, and suitably packed. The transport of ammunition shall be handled in accordance with the relevant provisions on the transport of dangerous goods. Antiques and swords or knives considered tourist souvenirs may only be transported as checked baggage within the relevant regulations.

(2) Upon delivery to Chengdu Airlines of baggage to be checked, Chengdu Airlines shall take custody thereof and issue a baggage identification tag for each piece of checked baggage.

(3) Passenger shall label the name, contact way or other personal recognition mark in or out of the checked baggage.

(4) The volume and weight limits of checked baggage shall be in accordance with local laws and regulations. Without explicit provisions, the sum of three sides of a single checked baggage shall not exceed 300 cm (118 inches), and the maximum weight of a single checked baggage shall not exceed 45 kg (100 pounds). Baggage exceeding the above limits shall be transported as goods.

(5) Checked Baggage will, whenever possible, be carried on the same aircraft as passengers, unless we decide for safety, security or operational reasons to carry it on alternative flight. If passengers' Checked Baggage is carried on a subsequent flight Chengdu Airlines will deliver it to you, unless applicable law requires passengers to be present for customs clearance.

Article 5 Unchecked (Carry-On) Baggage

(1) Baggage which the passenger carries on to the aircraft must fit under the seat in front of the passenger or in an enclosed storage compartment in the cabin.

(2) Unless otherwise specified, each passenger shall not carry more than 5 kg of non-checked luggage in the cabin, and the sum of luggage on three sides shall not exceed 115 cm (20 x 40 x 55). The baggage that can't meet the standards should be carried as unchecked baggage.

(3) If the weight or size of the passenger's baggage goes against regulations of article(2) of this chapter, which makes the baggage unsuitable to be transported in the cargo compartment, such as delicate musical instrument, passenger shall inform Chengdu Airlines in advance if he or she wants to carry it as unchecked baggage. Service providing for such baggage is extra. And unless receiving consent from Chengdu Airlines, the baggage could not be carried into the cabin.

Article 6 Free Baggage Allowance

(1) In international transportation conducted by Chengdu Airlines, the free baggage amount is divided into two types: weighting system and piece-by-piece system. In transportation to or from the United States and Canada, the piece-by-piece system is applied, and in transportation to or from other countries, the weighting system is applied. All the passengers should follow the rules from Chengdu Airlines and take free baggage within baggage limitation.

(2) As for Chengdu Airlines 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.

(3) In the case of Passengers buying mixed level tickets, the free baggage allowance can be calculated according to the free baggage allowance regulated in different legs.

(4) Where two or more passengers, travelling as one party to a common destination or point of stopover by the same flight, present themselves and their baggage for travelling at the same time and place, they may be permitted to total the free baggage allowance equal to the combination of their individual free baggage allowance.

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

(6) Free Baggage Allowance by weight

Chengdu Airlines free baggage allowance for each passenger's checked baggage and unchecked baggage should be processed according to the following regulations if there is no other baggage rule from Chengdu Airlines:

1. Unless there are other rules, 40 kilograms free baggage allowance for adult passenger with first class ticket; 30 kilograms free baggage allowance for adult passenger with business ticket; 20 kilograms free baggage allowance for adult passenger with economy class ticket.

2. For child and infants with child-price ticket, they can have free baggage allowance as same as the adult's specified in item 1 of this article. Infants who buy tickets at 10% of the applicable adult fare can check one piece of luggage free of

charge, weighing no more than 10 kg (22 pounds), volume (the sum of three sides) no more than 115 cm (45 inches), and a fully folded baby stroller or stroller can be consigned free of charge.

(7) Free Baggage Allowance by pieces

Chengdu Airlines free baggage allowance for each passenger's checked baggage and unchecked baggage should be processed according to the following regulations if there is no other baggage rule from Chengdu Airlines:

1. An adult passenger holding ticket of first or business class may have free baggage allowance of two pieces of baggage, the weight of each piece of which shall not exceed 32 kg and the sum of the three dimensions of each piece shall not exceed 158cm (62 inches); An adult passenger holding ticket of economy class may have free baggage allowance of two pieces of baggage, the weight of each piece of which shall not exceed 23 kg and the sum of the three dimensions of each piece shall not exceed 158cm (62 inches), but the sum of length of the two baggage shall not exceed 273cm (107 inches).

2. For child and infants with child-price ticket, they can have free baggage allowance as same as the adult's. A infant holding ticket with 10% adult price may have free baggage allowance of one piece of baggage, the sum of the three dimensions of each piece shall not exceed 115cm (45 inches) plus either of one fully collapsible stroller or infant's carrying basket.

3. For transportation requirement of special baggage such as musical instrument and sports appliances, please contact Chengdu Airlines or its authorized agent.

Article 7 Excess Baggage

(2) Excess Baggage only passengers pay excess baggage charges by Chengdu Airlines fill open after excess baggage ticket in order to be accepted for carriage.

(2) Unless there are other regulations, the excess baggage fee per kilogram is 1.5% of highest direct adult one-way economy class ticket price on the date that the excess baggage ticket is issued and rounded to the nearest whole Yuan.

(3) Each excess baggage shall be charged according to related regulations.

Section 9 Value Declaration and Charge

(1) A passenger may declare a value for checked baggage if the value of the baggage is more than USD20.00 per kilogram or its equivalent currencies, or the value of the baggage is more than USD400.00 per kilogram or its equivalent currencies.

(2) The declared value may not exceed the actual value of the baggage. The highest value declared is limited to a maximum of USD 2500.00 or its equivalent currencies.

(3) Chengdu Airlines will charge additional value declaration expense if the value declared by the passengers is over 0.5% of the highest value declared regulated

(1) of this article.

(4) Chengdu Airlines 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 Chengdu Airlines or its authorized agent.

(5) Chengdu Airlines does not apply value declaration to any animal carried by a passenger.

(6) If partial transportation of the baggage with value declaration is carried by other carriers which do not offer value declaration service, Chengdu Airlines has the right to refuse to offer value declaration service.

(7) If a passenger changes his voyage or cancels his travel, his excess baggage charge and baggage declaration value surcharge shall be handled in accordance with the provisions of voluntary refund, but the carrier shall not refund the baggage declaration value surcharge that has commenced carriage.

Article 9 Collection and Delivery of Baggage

(1) Passenger shall check his baggage with a valid ticket.

(2) After baggage delivery, the passenger takes the baggage identification Tag for each piece of Checked Baggage as proof for baggage collection.

(3) If passenger checks through baggage, which is disputable, he or she shall make a written promise to indemnify Chengdu Airlines and attach an exemption baggage tag to exempt the corresponding responsibility of Chengdu Airlines.

(4) After obtaining permission of Chengdu Airlines, passengers can check through cargo as carry-on baggage, but passenger will be charged according to the excess baggage rate.

Article 10 Delivery of Baggage

(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.

(2) Chengdu Airlines delivers the checked baggage by the baggage identification tag and has no responsibility for the damage and expense caused by the case that the person who claims the baggage is not the right passenger.

(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 Chengdu Airlines and, when necessary, declares that he will compensate the possible damage or expense for Chengdu Airlines, he can claim the baggage.

(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.

(5) Chengdu Airlines may dispose of unclaimed baggage after 90 days of arrival of baggage. Chengdu Airlines has the right to dispose of daily necessities, fresh, perishable or other items in passenger's luggage after 24 hours of its arrival. Chengdu Airlines does not accept the storage of strongly odorous items (such as durian) without the conditions for storing such items.

Article 12 Special regulations about the transportation of seat baggage, fragile or valuable articles, and diplomatic pouches

(1) Seat luggage

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 Chengdu Airlines.

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 Chengdu Airlines and for the entire trip the baggage should be secured by safety belt. When necessary, the baggage should be fastened by a cross arm brace.

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

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

(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 (1) of this article.

(3)Diplomatic pouches

1. According to the request of diplomatic couriers, Chengdu Airlines handles it and the carrier bears the responsibility as checked baggage.

2. If diplomatic pouches require seats, (1) of this article is applied.

Article 13 Animals

(1)Small animals

1. Small animals refer to dogs, cats, household birds and other pets. Wild animals and other animals with strange shapes or are liable to injure people are not included in the category of small animals.

2. If passenger checks through small animals, the animals should be properly crated and accompanied by valid health and vaccination certificates, entry permits, and other documents required by countries of entry or transit, failing which they will not be accepted for carriage.

3. If accepted as checked baggage, the animal, together with its container and food, shall not be included in the free Baggage allowance, but shall constitute excess baggage, for which passengers are obligated to pay the applicable charges.

4. Chengdu Airlines has the right to decide the ways of transportation for small animals. And Chengdu Airlines has the right to limit the amount of pets in one airplane. Small animals should be carried in cargo compartment.

5. The passenger whose small animal has caused other passengers or crew members damages or injuries will take full responsibility.

6. The transportation of small animals shall also comply with additional conditions in Chengdu Airlines' Regulations. More information, please contact Chengdu Airlines or its authorized agent.

(2) Seeing-eye dogs, hearing-ear dogs and other assistance dogs

1. Assistant dogs such as guide dogs may be brought into the cabin for transportation with the consent of Chengdu Airlines, but they must be equipped with masks and harnesses, and may not occupy seats or allow them to run at will.

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.

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

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.

(3) Passengers are completely liable for the injury or death of the animals above, except the case that Chengdu Airlines is clearly responsible for the injury or death either intentionally or by accident. On some long-distance flights without stopovers or some special types of aircraft, it is not suitable to carry seeing-eye or hearing-ear dogs and Chengdu Airlines has the right to refuse the carriage of the animals. Chengdu Airlines bears no responsibility for the injury, loss, delay, disease or death of the animals when the animals cannot be accepted.

Chapter 10 Flight Schedule

Article 1 Flight schedules

(1) Chengdu Airlines undertakes to use its best efforts to carry the passenger and his/her baggage in accordance with the published schedule in effect on the date of travel. Times shown in the ticket, timetables or elsewhere are not guaranteed and do not form part of the Contract of Carriage.

(2) Except in the case of its acts or omissions done recklessly with intent to cause damage while knowing the damage may be caused, Chengdu Airlines shall not be

liable for errors or omissions in timetables or other published schedules. Chengdu Airlines shall not be liable for any explanation made by employees, agents or representatives of Chengdu Airlines on time or date of departure or arrival or on the operation of any flight.

(3) Schedules are subject to change without notice. Chengdu Airlines may when circumstances so require alter or omit stopping places shown on the ticket or in schedules and may without notice substitute alternate carriers or aircraft.

Article 2 Cancellation, Changes of Schedule

(1) For the following circumstances, Chengdu Airlines may substitute a different type of aircraft or different routing, change a carrier, cancel, terminate, postpone or delay a flight without prior notice:

1. To obey the applicable laws, regulations or orders of the government;
2. To guarantee the safety of flight;
3. Unpredictable or uncontrollable reasons.

(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.

(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.

Article 3 Subsequent arrangement

(1) If Chengdu Airlines cancels, terminates, diverts, postpones or delays a flight, substitutes a different type of aircraft or different class of service, is unable to provide previously confirmed space, fails to stop at a passenger's stopover or destination point, or causes the passenger to miss a connecting flight on which he holds a reservation and reasons listed in (1) of article 2, we shall, with due consideration to the passenger's reasonable interests, either:

1. Arrange the first available flight of Chengdu Airlines for the passenger or assist the passenger in rebooking on another carrier.

2. Provide a refund according to the relative regulations about involuntary refund in 12. 5 of this article.

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 regulations of Chengdu Airlines.

(2) If Chengdu Airlines cancels, terminates, diverts, postpones or delays a flight, substitutes a different type of aircraft or different class of service, is unable to provide previously confirmed space, fails to stop at a passenger's stopover or destination point, or causes the passenger to miss a connecting flight on which he holds a reservation

because of Chengdu Airlines, Carrier shall, with due consideration to the passenger's reasonable interests, either:

1. Arrange the first available flight of Chengdu Airlines for the passenger or rebook on another carrier to carry the passenger to his/her destination.
2. Provide a refund according to the relative regulations about involuntary refund in 12.5 of this article.
3. Assist the passenger in certain services such as accommodation and ground transportation.
4. The passengers at the original point bear the expense thereof.

Article 4

One of the following caused by Chengdu Airlines, results in flight cancellations, interruptions, or delays, Chengdu Airlines will provide passengers with catering, accommodation or other services deemed necessary by Chengdu Airlines in accordance with its regulations, but Chengdu Airlines does not guarantee to provide passengers with services beyond its prescribed standards.

- (1) Cancellation of the flight on which the passenger holds a reservation;
- (2) An agreed stopping place which is the passenger's place of departure, destination or stopover is cancelled;
- (3) The flight fails to depart as scheduled within reasonable period;
- (4) The passenger misses the flight on which a seat has been confirmed;
- (5) The reserved seat cannot be provided.

Chapter 11 Change trip and Tickets

Article 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.

Article 2 Handling the voluntary itinerary change in accordance with the following regulations:

- (1) Passenger shall request it before reaching the destination;
- (2) After the itinerary change, the fare and charges for the original routing shall still be applicable to the revised routing;
- (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;
- (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.

Article 3

If a passenger involuntarily changes his trip due to the implementation of the provisions of Article 2(1) of Chapter 10 of these Rules, the carrier shall take into

account the reasonable needs of the passenger and deal with them in accordance with the following provisions:

(1) Arrange the first available flight for the passenger or endorse to other airlines' flights;

(2) Change the trip indicated on the original ticket, arrange Chengdu Airlines' flight or endorse to other airlines' flights to carry the passenger to the destination or stopovers;

(3) Handle according to regulations in Article 5 of chapter 12;

(4) 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.

Article 4

In case of involuntary rerouting due to one of the following situation, Chengdu Airlines should handle according to the provisions in (1), (2), and (3) of Article 49 described above, meanwhile, Chengdu Airlines should also provide rest place, beverage, food, accommodation, or other necessary service as required:

(1) The carrier causes the cancellation of the flight on which the passenger holds a reservation;

(2) Chengdu Airlines' flight hasn't landed at the passenger's destination or stopovers;

(3) Chengdu Airlines hasn't properly arranged the flight based on the flight schedule;

(4) The reserved seat cannot be provided for passengers by carrier;

(5) Chengdu Airlines has resulted in the passenger missed the flight.

Chapter 12 Refunds

Article 1 General Rules

(1) On failure by Chengdu Airlines to provide carriage in accordance with the contract of carriage, or where a passenger requests a voluntary change of his or her arrangements, refund for an unused ticket or portion thereof shall be made by Chengdu Airlines and its authorized agent in accordance with this Article and with Chengdu Airlines' Regulations.

(2) Passenger should request a refund within the validity period of the Ticket. Chengdu Airlines may refuse a refund where application is made after the expiry of the validity of the Ticket.

Article 2 Place for refund

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

Article 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 Chengdu Airlines, in the currency of the country where the ticket was purchased or where the refund is being made.

Article 4 Person to Whom Refund Will Be Made, Document needed and Discharge

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

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

(3) If a person to whom the refund is made other than the passenger named in the ticket, such person must show his or her valid identification and the valid identity card of the passenger named in the ticket and a notarized letter which passenger has signed.

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

(5) A refund made to anyone presenting the flight coupons, the passenger coupon and payment voucher in terms of (1), (2) and (3) of this article shall be deemed a proper refund and shall discharge Chengdu Airlines from liability.

Article 5 Involuntary Refunds

As one of the reasons listed in Article 5 (1) of Chapter 3 and Article 2 of Chapter 10 of these Conditions, passengers who request refund of tickets shall be handled in accordance with the following provisions:

(1) If no portion of the Ticket has been used, refund the entire paid fare;

(2) Passenger tickets have been partially used, the used section has been deducted from the paid fares, and the remaining amount shall not exceed the total amount of the paid tickets, as compared with the one-way fare from the place of interruption to the destination or the next midway departure and deducted the applicable discounts and fees.

Article 6 Voluntary Refunds

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

(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;

(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.

Article 7 Right to Refuse Refund

(1) Chengdu Airlines may refuse refund when a ticket is not permitted to be refunded according to applicable fares or Chengdu Airlines Regulations. Chengdu Airlines may refuse a refund when application is made later than thirty days after the expiry of the validity of the ticket.

(2) Chengdu Airlines may refuse a refund on a ticket which has been presented to Chengdu Airlines or Government, as evidence of intention to depart from a country. Unless the passenger establishes to Chengdu Airlines' satisfaction that he has

permission to remain in the country or that he will depart therefore by another carrier or another means of transport.

Chapter 13 Conduct on Aircraft

Article 1

If the passenger conducts him or herself aboard the aircraft so as to endanger the aircraft or any person or property on board, or obstructs the crew in the performance of their duties, or fails to comply with any instruction of the crew, or behaves in a manner to which other passengers may reasonably object, Chengdu Airlines may take such measures as it deems necessary to prevent continuation of such conduct, including restraint of the passenger.

Article 2

The passenger may not operate aboard the aircraft portable radios, mobile phones (including mobile phones in airplane mode), electronic games or transmitting devices including radio controlled toys and walkie-talkies. The passenger shall not operate any other electronic devices on board without Chengdu Airlines' permission, except that hearing aids and heart pacemakers may be used.

Chapter 14 Common Services

Article 1

Chengdu Airlines will not liable for the fares to include ground transport service between airports and between airports and town centers. Chengdu Airlines will not

liable for the conduct or negligence in such ground transport service or any help provided by a sales agent to the passenger in such ground transport service.

Article 2

Passenger responsible for ground accommodation fees paid for food and housing (accommodation) in the process of a connecting flight.

Article 3

During flight, Chengdu Airlines shall supply beverage or meals to the passengers as per the provisions. Passengers are required to provide other services than the provisions of the Chengdu airlines can charge the appropriate fee.

Chapter 15 Additional Services Arrangements

Article 1

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

Chapter 16 Administrative Formalities

Article 1 General Rules

(1) Passenger shall be solely responsible for complying with all laws, regulations, orders, demands and travel requirements of countries to be flown from, into or over, and with Chengdu Airlines' Regulations and instructions.

(2) Chengdu Airlines shall not be liable for any aid or information given by any agent or employee of Chengdu Airlines to any passenger in connection with obtaining necessary documents or visas or complying with such laws, regulations, orders, demands, and requirements, whether given in writing or otherwise; or for the consequences to any passenger resulting from his failure to obtain such documents or visas or to comply with such laws, regulations, orders, demands, requirements, rules or instructions.

Article 2 Travel Documents

(1) The passenger shall present all exit, entry, health and other documents required by laws, regulations, orders, demands or requirements of the countries concerned, and permit Chengdu Airlines to take and retain copies thereof.

(2) Chengdu Airlines reserves the right to refuse carriage of any passenger who has not complied with applicable laws, regulations, orders, demands or requirements or whose documents do not appear to be in order, or who does not permit Chengdu Airlines to take and retain copies thereof.

Article 3 Refusal of Entry

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

(2) Chengdu Airlines may apply to the payment of such fare any funds paid to Chengdu Airlines for unused carriage, or any funds of the passenger in the possession of Chengdu Airlines.

(3) The fare collected for carriage to the point of refusal of entry or deportation will not be refunded by Chengdu Airlines.

Article 4 Fines, Detention Costs, etc

(1) If Chengdu Airlines is required to pay or deposit any fine or penalty or to incur any expenditure by reason of the passenger's failure to comply with laws, regulations, orders, demands and travel requirements of the countries concerned or to produce the required documents, the passenger shall on demand reimburse to Chengdu Airlines any amount so paid or deposited and any expenditure so incurred.

(2) Chengdu Airlines may use towards such expenditure any funds paid to Chengdu Airlines for unused carriage, or any funds of the passenger in the possession of Chengdu Airlines.

Article 5 Customs Inspection

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

(2) Chengdu Airlines is not liable to the passenger for any loss or damage suffered by the passenger through failure to comply with above-mentioned requirement.

Article 6 Security Inspection

The passenger shall submit to any security checks by government or airport officials or by Chengdu Airlines.

Section 7 Laws and Regulations

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

Chapter 17 Successive Carrier

Article 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.

Article 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.

Article 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.

Chapter 18 Liability for Damage

Article 1

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

Article 2

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

Article 3

Chengdu Airlines is liable for the loss of passengers or baggage caused by the delay of Chengdu Airlines in air transport. However, if Chengdu Airlines or its employees and agents have taken all necessary measures or are impossible to take measures to avoid the loss, Chengdu Airlines is not liable for the loss. Damaged or

delayed property must be reported to Chengdu Airlines according to Chengdu Airlines regulations and time limits, otherwise Chengdu Airlines is not liable for responsibility.

Article 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, Chengdu Airlines will be exempted from liability or just bear reduced responsibilities according to the degree of such faults which have caused or facilitated the losses. If confirmed by Chengdu Airlines 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, Chengdu Airlines will be exempted from liability or just bear reduced responsibilities according to the degree of such faults which have caused or facilitated the injury or death.

Article 6 on the limitation of liability

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

(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.

(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.

Article 6 Regulation for limitation of compensation liability in Convention

(1) Warsaw Convention and Hague Protocol

1. The compensation for injuries or deaths paid by Chengdu Airlines to passenger will not exceed two hundred fifty thousand French francs or its equivalent.

2. The compensation for checked baggage paid by Chengdu Airlines is no more than two hundred and fifty French francs per kilogram or its equivalent. The compensation for unchecked baggage or hand baggage paid by Chengdu Airlines is no more than five thousand French francs per passenger or its equivalent. If no baggage weight record in the baggage check, the weight of the checked baggage will be regarded as not exceed the free baggage allowance to the related class of cabin. The compensation for checked baggage, which has declared its value subject to this article shall be within the value declaration.

(2) Year 1999 Montreal Convention

1. The compensation for injuries or deaths paid by Chengdu Airlines to passenger who has no more than one hundred thousand SDRs is subject to the regulations in subparagraph 1 of article 21 and article 20 of the Convention.

2. The compensation for injuries or deaths paid by Chengdu Airlines to passenger who has no more than one hundred thousand SDRs is subject to the regulations in subparagraph 1 of article 21 and article 20 of the Convention.

3. The compensation for baggage (including checked baggage, unchecked baggage and hand baggage) paid by Chengdu Airlines to passenger is no more than 1131 SDRs or its equivalent. The compensation for checked baggage, which has declared its value subject to article 9 of chapter 9 shall be within the value declaration.

Article 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:

(1) Chengdu Airlines is only liable for the loss of transportation on its own flights; Chengdu Airlines can only act as the agent of other carriers when filling out passenger tickets or handling baggage consignment for the transport of other carriers' flights (including code-sharing flights) and fulfill its obligation to inform passengers of the actual carrier.

(2) For flights (including code-sharing flights) actually undertaken by other airlines than Chengdu Airlines, such as flight changes, delays, cancellations, oversells, damage or loss of baggage, personal injury, etc., the actual carrier shall bear the corresponding liability. Chengdu Airlines shall assist in contacting the actual carrier.

(3) Chengdu Airlines is not liable for any damage arising from its compliance with any laws or government regulations, orders or requirements, or from failure of the passenger to comply with the same.

(4) Chengdu Airlines' liability shall not exceed the amount of proven damages. Chengdu Airlines shall furthermore not be liable for indirect or consequential damages.

(5) Chengdu Airlines is not liable for injury to a passenger or for damage to a passenger's baggage caused by property contained in such passenger's baggage. Any passenger whose property causes injury to another person or damage to another person's property or to the property of Chengdu Airlines shall indemnify Chengdu Airlines for all losses and expenses incurred by Carrier as a result thereof.

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

(7) 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, Chengdu Airlines shall not be liable for any illness, injury, disability or death.

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

Article 8

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

Chapter 19 Time Limitation on Claims Complaints and Actions

Article 1 Time Limitation on Claims Complaints

(1) In the case of damage to checked baggage, the person entitled to delivery should file a complaint to Chengdu Airlines 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.

(2) Any objection must be proposed or sent in writing within the period specified in the preceding paragraph;

(3) No action shall lie if the person entitled to delivery does not file a complaint to Chengdu Airlines according to regulations above.

Article 2 Time Limitation on Actions

The proceeding shall be filed within two years from the date when the aircraft arrives at the destination, or should arrive at the destination or from the date when the transport is terminated, otherwise it will lose the right of any claim for loss and proceeding. The calculation method of the time limit for the proceedings shall be determined according to the law of the court accepting the case.

Chapter 20 Modification and Effectiveness

Article 1

Chengdu Airlines is entitled to modify its conditions of carriage without advance notice according to the procedure specified by CAAC. But the modification shall not be applied for transportation commenced before modification.

Chengdu Airlines' staff, authorized agent or employee has no right to modify, alter, and waive any regulations of these conditions of carriage.

Article 2

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

Article 3

These conditions shall come into force and implemented on the date of issuing.

Chengdu Airlines reserves the right to interpret this Condition.