

CONDITIONS OF CARRIAGE
(DOMESTIC PASSENGERS AND BAGGAGE)

SPRING JAPAN

CONDITIONS OF CARRIAGE
(DOMESTIC PASSENGERS AND BAGGAGE)

Disclaimer:

The English version is provided for reference purposes only.

The official text is in Japanese.

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Article - 1 DEFINITIONS

1. DEFINITIONS OF TERMS

“Spring Japan” means Spring Airlines Japan Company Limited. The two-character Airline Designator Code is IJ, the three-character code is SJO.

“Carrier’s Office” means an office of Carrier (including, but not limited to, a city office and an airport office), an office of the agent designated by Carrier and/or Carrier’s website on the Internet.

“Applicable Laws, etc.” means such laws, cabinet orders and ministerial ordinances and other government regulations, rules, orders, demands or requirements of any state or country as will apply to Carriage of a Passenger and/or Baggage to be performed by Spring Japan.

“Carriage” means carriage of a Passenger and/or Baggage by air, either gratuitous or for reward.

“Domestic Air Carriage” means carriage by means of aircraft operated by Carrier, regardless of whether it is revenue or non-revenue carriage, and in respect to which, under the contract of carriage, the place of departure, the place of destination and any other place of landing are situated in Japan.

“Carrier” means an air carrier and shall include an air carrier issuing a Ticket and any air carrier that carries a Passenger and/or his /her Baggage under the Ticket or provides or undertakes to provide any other services incidental to such Carriage.

“Authorized Agent” means a passenger sales agent appointed by a Carrier to represent the Carrier in the sale of Carriage of Passengers over the services of the Carrier and, if authorized by the Carrier, over the services of any other Carrier.

“Baggage” means such articles, effects and other personal property of a Passenger as are necessary or appropriate for wear, use, comfort or convenience in connection with his/her travel. Unless otherwise specified, it includes both Checked and Unchecked Baggage of the Passenger.

“Checked Baggage” means Baggage of which a Carrier takes custody and for which the Carrier issues a Baggage Checked and Baggage Identification Tag.

“Unchecked Baggage” means such Baggage of a passenger other than Checked Baggage as Carrier permits the passenger to carry into the cabin.

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“Baggage Identification Tag” means a document issued by a Carrier solely for the purpose of identification of Checked Baggage and consisting of two portions: the Baggage tag portion, which is attached by the Carrier to each Checked Baggage, and the Baggage claim stub, which is given to the Passenger.

“Passenger” means any person, except crew members, carried or to be carried in an aircraft with the consent of a Carrier.

“Infant” means a person who has not reached his/her second birthday as of the date of commencement of Carriage.

“Child” means a person who has reached his/her second birthday but not his/her twelfth birthday as of the date of commencement of Carriage.

“Days” means calendar days including all seven days of the week; provided that, for the purpose of calculating the number of days of a notice period, the day upon which such notice is dispatched shall not be counted and further provided that, for the purpose of determining the period of validity of a Ticket, the day upon which the Ticket is issued, or the flight is commenced, shall not be counted.

“Destination” means the ultimate stopping place under a contract of Carriage. In the case of a trip which returns to the place of departure, the Destination is the same as the place of departure.

“Ticket” means a form of electronic document recorded in Carrier’s electronic database (hereinafter referred to as an “Electronic Ticket”), or paper document, issued by Carrier pursuant to these Conditions of Carriage such as provides for the carriage of passengers on Carrier’s domestic lines, setting forth a portion of the conditions of a contract of Carriage and notices relating thereto and containing Electronic Flight Coupon.

“Electronic Flight Coupon” means such form of Flight Coupon as is recorded in Spring Japan’s database.

“Authentication Code” means a confirmation number that can prove that the passenger has an Electronic Ticket, that was used for payment or any other number designated by Carrier.

“Reservation confirmation form” means receipt constituting a portion of a Ticket as is issued by a Carrier, which document shall constitute a Passenger’s written evidence of a contract of Carriage.

“Change of Flight” means any change in a flight that was originally indicated or recorded in a duly-issued Ticket.

“Stopover” means such deliberate interruption of a travel by a Passenger, at a point between the place of departure and the Destination, as is agreed to in advance by the Carrier.

“Spring Japan’s Regulations” mean Spring Japan’s rules and regulations, other than these Conditions of

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Carriage, for Domestic Carriage of Passengers and/or Baggage including, but not limited to, Spring Japan's tables of fares, rates and charges.

2. THE TITLE OF EACH ARTICLE

The title of each Article of these Conditions of Carriage is for convenience only and is not used for interpretation of the text.

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Article - 2 GENERAL

1. APPLICATION OF CONDITIONS

- (1) These Conditions of Carriage shall apply to any Carriage of Passengers and/or Baggage and any service incidental thereto in connection with Domestic Carriage, each to be performed or provided by Spring Japan at fares, rates and charges published in connection with these Conditions of Carriage.
- (2) Carriage of a passenger and Baggage shall be subject to these Conditions of Carriage and rules and regulations provided by Carrier thereunder, each in effect on the date on which the passenger boards aircraft.
- (3) A special agreement shall, if it is made with respect to a certain rule provided for in these Conditions of Carriage, be applicable notwithstanding such rule.

2. CHANGE OF CONDITIONS OF CARRIAGE OR SPRING JAPAN'S REGULATIONS

Spring Japan may change, modify or amend any provision of these Conditions of Carriage or of Spring Japan's Regulations. Such alterations can be made with prior announcement by posting on website or taking other appropriate methods giving reasonable time.

3. PUBLICATION

These Conditions of Carriage as well as passenger fares, excess Baggage charges, various charges, timetables and other necessary information will be announced publicly at Carrier's Office.

4. CONSENT OF PASSENGER

A passenger shall be deemed to have acknowledged, and given consent to, these Conditions of Carriage and rules and regulations provided by Carrier thereunder.

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5. GOVERNING LAW AND JURISDICTION

- (1) These Conditions of Carriage shall be construed in accordance with, and any matter that is not provided for herein shall be subject to, the laws of Japan.
- (2) Any dispute arising in connection with carriage performed under these Conditions of Carriage shall, whosoever is entitled to claim the damages and whatsoever is the legal basis for such claim, be subject to the jurisdiction of Japanese courts and the court proceedings shall be conducted in accordance with the laws of Japan.

6. CARRIER'S INSTRUCTIONS

A passenger shall observe Carrier's instructions given with respect to the passenger's boarding, deplaning and any other acts or conduct at airports or on board or with respect to the place of loading or unloading of his/her Baggage.

7. LANGUAGE

The Condition of Carriage is done in the Japanese language, and any other language of the text shall only be for reference.

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Article - 3 TICKETS

1. GENERAL

- (1) Spring Japan will not issue or exchange/reissue a Ticket unless the Passenger pays the fare, charges, taxes or service fees, or complies with credit arrangements approved by Spring Japan.
- (2) A Passenger must present his/her Ticket Authentication code or Reservation confirmation form of the scheduled boarding Flight for said Passenger duly issued in accordance with Spring Japan's Regulations and his/her identification, or otherwise some form of evidence of identification designated by Spring Japan, when he/she takes Carriage. Moreover, at the boarding gate, the Passenger must present his/her boarding pass designated by Spring Japan. If the Passenger fails to comply with these requirements, Spring Japan may refuse Carriage of such Passenger.
- (3) A Passenger shall not be entitled to be carried if the Ticket presented by the Passenger falls within the scope of sub-paragraph (7) of paragraph 1 of Article 10.

2. TRANSFERABILITY OF TICKET

A Ticket shall not be transferable. Spring Japan shall not be liable to any person entitled to be carried or to receive a refund, for honouring or refunding a Ticket presented by any person other than the person so entitled. If a Ticket is in fact used by any person other than the person who is entitled to be carried, with or without such person's knowledge and consent, Spring Japan shall not be liable for death of or injury to such unauthorized person or for loss, destruction or delay in arrival of, or damage to, such unauthorized person's Baggage or other personal property arising from or in connection with such unauthorized use.

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3. VALIDITY OF TICKET

- (1) The flight on which a seat is reserved and the date of issue shall be indicated or recorded on the Ticket. Each Electronic Flight Coupon shall be valid for Carriage on the flight on which a seat is reserved.
- (2) Unless otherwise provided in Spring Japan's Regulations, a Ticket shall only be valid for the flight on which a seat is reserved as indicated or recorded on the Ticket.

4. IDENTIFICATION

Spring Japan will provide carriage only to Passenger holding a valid Ticket or Reservation confirmation form. A Passenger may be asked to present his/her identification when he/she takes Carriage.

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Article - 4 FARES

1. GENERAL

Fares shall apply only to Carriage from the airport at the place of departure to the airport at the Destination and shall not include ground/marine transportation service within airport areas, between airports or between an airport and downtown areas.

2. FARES

- (1) Fares as used herein mean the fares which shall be published by Spring Japan or, if not so published, constructed in accordance with Spring Japan's Regulations, which shall, unless otherwise provided in Applicable Laws, etc., be in effect as of the date of issue of as Ticket.
- (2) Passenger fares and charges, conditions of their application and the like are shown in Carrier's passenger tariff table according to the type of fares and charges.
- (3) Unless otherwise provided in these Conditions of Carriage or Spring Japan's Regulations, fares entitle a Passenger to occupy one seat. Unless otherwise provided in other provisions of these Conditions of Carriage or Spring Japan's Regulations or specifically approved by Spring Japan, a Passenger shall be entitled be occupy only one seat on board.

3. ROUTINGS

Unless otherwise provided in Spring Japan's Regulations, fares shall apply only to a routing published in connection with such fares.

4. TAXES AND CHARGES

Any tax or charge imposed by a government or other public authority or by an operator of an airport in respect to a Passenger or his/her use of any services or facilities shall be in addition to the published fares and charges and be payable separately by the Passenger;

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provided, however, that fares and charges shall include an amount equal to consumption taxes (including local consumption taxes).

5. CURRENCY

Fares and charges may be paid in a currency to be specified by Spring Japan subject to Applicable Laws, etc. other than the currency in which the fare or charge is published. If a payment is made in a currency other than the currency in which the fare or charge is published, such payment shall be made at the rate of exchange set in accordance with Spring Japan's Regulations.

6. CARRIAGE OF INFANTS

Spring Japan will accept carriage one non-seat occupying passenger, provided the only one Infant paying the Spring Japan's applicable fare is accompanied by one passenger of twelve years of age or over and the Infant is seated on the knees of the adult fare paying passenger.

7. UNAUTHORIZED BOARDING

In any of the following cases, a Passenger shall be deemed to have boarded without authorization, and Spring Japan shall charge such Passenger for the fare and charges applicable thereto for the sector (leg of flight) with respect to which said Passenger boarded without authorization and an amount equal to double the sum of the most expensive fare for said sector at the time of boarding plus charges; provided, however, that if it is not possible to ascertain such sector, the Passenger shall be deemed to have boarded from the place of departure of the aircraft with said Passenger on board:

- (1) if the Passenger fails to present his/her Ticket upon request of an attendant of Spring Japan or goes beyond the sector set out in the Ticket without the permission of an attendant of Spring Japan;
 - (2) if the Passenger intentionally boards an aircraft with an invalid Ticket; or
 - (3) if the Passenger makes false declarations and is by such false declarations exempted from payment of fare or charges that he/she should have paid.
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Article - 5 RESERVATIONS

1. GENERAL

Reservation is confirmed only after the full amount of the applicable fare paid and Spring Japan issues a reservation number or a ticket.

Name changes are not permitted once the reservation has been confirmed in Spring Japan's reservation system. Under Spring Japan's Regulations, conditions applicable to certain fares may limit or prohibit change or cancellation of reservations.

2. CANCELLATION OF RESERVATIONS

(1) Spring Japan may, at its own discretion, cancel all or a portion of the Passenger's reservation if two or more flight are reserved for the same Passenger and if:

- (a) same sectors on the same day are reserved;
- (b) same sectors on the days of travel close to each other are reserved;
- (c) different sectors on the same day are reserved; or
- (d) Spring Japan reasonably considers that the Passenger cannot use all of reserved seats.

(2) If a Ticket is not issued for a Passenger prior to the ticketing time limit specified by Spring Japan, under any circumstances, Spring Japan may cancel his/her reservation and Spring Japan may refuse Carriage of, or remove, any Passenger. Unless otherwise provided in Spring Japan's Regulations and these Conditions of Carriage, A Passenger who fails to board his/her reserved flight without prior notice thereof to Spring Japan shall not be entitled to a refund or Change of Flight.

3. SEAT ASSIGNMENT

(1) In the event that a Passenger assigns a specific seat, Spring Japan shall charge the

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fees prescribed in Spring Japan's Regulations therefor.

- (2) Spring Japan may, without a prior notice, change such seat due to a ship change of equipment or other operational reasons beyond Spring Japan's control. When the new seat after the change becomes not equivalent to the previous one the passenger has booked, Spring Japan will reimburse the difference and will not be liable to any further compensation.
- (3) When Spring Japan's flight schedule is changed, cancelled or delayed in accordance with sub-paragraph (1) of paragraph 2 of Article 7 after the seat being assigned, Spring Japan is able to select from the following options any time.
 - (a) To carry the passenger on the same seat on the Spring Japan's first available flight.
 - (b) To carry the passenger on the equivalent valued seat on Spring Japan's first available flight.
 - (c) To carry the passenger on the any available seat on Spring Japan's first available flight.

4. IN-FLIGHT SALES PRODUCTS

- (1) As the quantity of in-flight sales items and services is limited, Spring Japan may not be able to provide services if all items sold out. Spring Japan may not refund any item after purchase and reselling is prohibited.
- (2) Spring Japan reserves the rights to change sales items or service policy and to modify or change the selling prices without prior notice.
- (3) The prices discount rate on in-flight sales items and service apply when purchase is made.

5. IN-FLIGHT MEALS

- (1) The menus of in-flight meals may be changed from time to time. The food may
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contain allergens such as nuts, dairy products and glutes. Except when Spring Japan's negligence is proved, Spring Japan shall not be liable for outbreak of allergy relating to in-flight meals.

- (2) Due to the limited stock volume and availabilities, in-flight meals may not be serviced to all requests. In-flight meals are not refunded after purchase and are prohibited to resell.
- (3) Spring Japan reserves the rights, without prior notice, to change or modify the selling prices of in-flight meals and to substitute food items with equivalent ones taking into account procurement and in-flight environment.
- (4) Prices and discount rates on in-flight meals are applicable to those when purchase is to be made.

6. COMMUNICATIONS CHARGES

A Passenger shall, unless Spring Japan agrees otherwise, bear any communication expense for telephone, fax or other communication facility (such as internet) used in connection with making or cancelling a reservation.

7. PERSONAL DATA

A Passenger agrees that his/her personal data will be furnished to Spring Japan by the Passenger or his/her agent, will be retained by Spring Japan or, if Spring Japan deems necessary, will be transmitted by Spring Japan to any of its own offices, other Carriers, the providers of travel services, government authorities or other entity or agency, for the purpose of making a reservation for Carriage, obtaining ancillary services, facilitating immigration and entry requirements or making available such data to government authorities or for any other purpose which Spring Japan deems necessary in order to facilitate any convenience of the travel for the Passenger.

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8. COMMUNICATION FAILURE, AND SIMILAR FAILURES

In the event of delay in or failure of reservation, change and cancellation of a flight that arises from failure of communication of equipment and line, computer and communications means such as disruption of telephone service, Spring Japan shall not be liable for any damage caused thereby,

Article - 6 CHANGE OF FLIGHT

1. PASSENGER'S VOLUNTARY CHANGE OF FLIGHT

- (1) Under Spring Japan's Regulations, a Passenger may be restricted or prohibited from changing his/her flight.
- (2) When the change of a flight is made resulting a fare increase from the flight before change, the passenger must pay the difference to Spring Japan.
- (3) Every time when Ticket changed, Spring Japan will collect, pursuant to Spring Japan's Regulations, rebooking charges. The rebooking charges are non-refundable.
- (4) The fares and charges applicable after Change of Flight shall be those in effect as of the date on which the change is made.
- (5) Time limits on cancellation of a reserved seat and charges for late cancellation of a reserved seat shall also apply to a flight changed upon a Passenger's request.

2. COMPANY'S VOLUNTARY CHANGE OF FLIGHT

- (1) Except when a passenger's voluntary reasons and unless otherwise provided in subparagraph (1) of paragraph 2 of Article 7, in the event that Spring Japan cancels a flight, fails to operate a flight according to the schedule with no justifiable reason, fails to stop at a Passenger's Destination or Stopover point, is unable to provide a Passenger with his/her reserved seat, unless otherwise provided in Spring Japan's Regulations, Spring Japan shall, at Passenger's option, follow either (a) or (b) be below:
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- (a) To carry him/her with baggage on Spring Japan's next first available flight or other Spring Japan's flight for the same flight segment as reservations made without collecting additional charges, extending the validity of reservation if necessary.
 - (b) To make a refund in accordance with the provisions of paragraph 4 of Article 8.
- (2) In the event that a Passenger misses an onward connecting flight of Spring Japan on which the Passenger holds a reservation because a Carrier carrying such Passenger fails to operate its flight according to the schedule or changes the schedule of such flight, Spring Japan shall not be liable for such missed connection.

3. CHANG OF FLIGHT DUE TO FORCE MAJEURE , AND OTHER REASONS

For reasons prescribed in items through of sub-paragraph (1) of paragraph 2 of Article 7, in the event that Spring Japan cancels a flight, fails to operate a flight according to the schedule with no justifiable reason, fails to stop at a Passenger's Destination or Stopover point, is unable to provide a Passenger with his/her reserved seat, unless otherwise provided in Spring Japan's Regulations, Spring Japan shall, at the Passenger's option, follow either (a) or (b) below:

- (a) to carry him/her with baggage on Spring Japan's next first available flight or other Spring Japan's flight for the same flight segment as reservations made without collecting additional charges, extending the validity of reservation if necessary.
- (b) to make a refund in accordance with the provisions of paragraph 5 of Article 8.

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Article - 7 SCHEDULES, CANCELLATIONS OF FLIGHTS

1. SCHEDULES

Spring Japan undertakes to use its best efforts to carry a Passenger and his/her Baggage with reasonable dispatch and to adhere to published schedules in effect on the date of travel; provided that times shown in a timetable or elsewhere shall be just scheduled but not guaranteed and shall form no part of the contract of Carriage. Spring Japan may change any schedule of a flight without any prior notice and shall not be responsible for any trouble in respect of connection of Passenger and/or his/her Baggage with any other flight because of such change.

2. CANCELLATIONS

(1) Spring Japan may, without prior notice, cancel, terminate, divert, postpone or delay any flight or the right to, or any reservation with respect to, any further Carriage thereafter or determine if any take-off or landing should be made, without any liability except to change the flight or to refund, in accordance with these Conditions of Carriage and Spring Japan's Regulations, the fares and charges for any unused portion of the Ticket:

(a) because of any fact beyond Spring Japan's control (including, but not limited to, Force Majeure such as meteorological conditions, acts of God, strikes, riots, civil commotions, embargoes, wars, hostilities, disturbances or unstable international relations) whether actual, threatened or reported or because of any delay, demand, condition, circumstances or requirement directly or indirectly relating to such fact:

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

(c) because of any Applicable Laws; or

(d) because of shortage of labour, fuel or facilities or labour problems of Spring Japan

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or others.

- (2) If a Passenger refuses, notwithstanding Spring Japan's request, to pay all or a portion of the fares demanded by Spring Japan or the charges demanded or assessed by Spring Japan with respect to his/her Baggage, Spring Japan will cancel the Carriage, or the right to any further Carriage thereafter, of the Passenger and/or his/her Baggage, without being subject to any liability therefor except to refund, in accordance with these Conditions of Carriage and Spring Japan's Regulations, any unused portion of the Ticket for which the Passenger fully paid the applicable fares and charges.

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Article - 8 REFUNDS

1. GENERAL

- (1) In the event that a Passenger fails to use his/her Ticket or a portion thereof for a reason provided in paragraph 4 of this Article, Spring Japan shall make a refund in originally paid currency for such unused Ticket or portion in accordance with these Conditions of Carriage and Spring Japan's Regulations.
- (2) In the event a Passenger fails to use his/her Ticket or a portion thereof for any reason other than that provided in paragraph 4 of this Article, (involuntary refunds), Spring Japan, in principle, shall not refund to the Passenger any fare, and charges received from the Passenger for such unused Ticket or portion thereof; provided, however, that Spring Japan shall make a refund pursuant to paragraph 3 and 5 of this Article, and Spring Japan's Regulations.

2. PERSON ENTITLED TO REFUND

Unless otherwise provided in Spring Japan's Regulations, Spring Japan shall make a refund to the person named or recorded on a Ticket as a revenue Passenger or, to the person who purchased the Ticket upon presentation to Spring Japan of satisfactory evidence to prove that he/she is entitled to such refund.

3. VOLUNTARY REFUNDS

- (1) Excepting the cases of refund based on Spring Japan's voluntary reasons set forth in paragraph 4 and refund due to force majeure, etc. defined in paragraph 5 of this Article, Spring Japan shall make refund of the fare in the same currency as payment made in accordance with other Spring Japan's regulations or (a) and (b) following this.
 - (a) If no portion of the trip has been made, an amount equal to the fare paid, less any cancellation fees provided in Spring Japan's Regulations; or

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(b) If a portion of the trip has been made, an amount equal to the difference between the fare paid and the applicable to the sector for which the Ticket has been used, less any reasonable cancellation fees, provided in Spring Japan's Regulations.

(2) When a passenger becomes unable to travel on the booked flight due to illness of him/her and he/she is able to prove such illness by valid medical certificate, Spring Japan makes refund to the full amount of the fare for unused ticket. Refund charges set forth in Spring Japan's regulations may be exempted for accompanying passenger, limited to one person, booked on the same flight. Refund based on this Article must be made only until before departure time of the flight reservations are made.

4. INVOLUNTARY REFUNDS

The term "Involuntary Refund" means any refund made based on the reasons except by the Passenger's voluntary willingness written in sub-paragraph (1) of paragraph 2 of Article 7, when a Passenger is prevented from using the Carriage provided for in his/her Ticket because Spring Japan cancels a flight, fails to operate a flight according to the schedule with no justifiable reason, fails to stop at a Passenger's Destination or Stopover point, fails to provide a Passenger with his/her reserved seat, or refuses to carry or removes a Passenger pursuant to any sub-paragraphs (1),(2),(3)(b) and (9) of paragraph 1 of Article 10, unless otherwise provided in Spring Japan's Regulations, and the amount of the refund shall be equal to the fare paid .

5. REFUND DUE TO FORCE MAJEURE, AND OTHER UNAVOIDABLE REASONS

In the event that Spring Japan cancels a flight, fails to operate a flight according to the schedule with no justifiable reason, fails to stop at a Passenger's Destination or Stopover point, is unable to provide a Passenger with his/her reserved seat for any reason provided for in sub-paragraph (1) of paragraph 2 of Article 7, Spring Japan shall, at the Passenger's option, make a refund pursuant to sub-paragraph (b) of paragraph 3 of Article 6, unless

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otherwise provided in Spring Japan's Regulations, and the amount of the refund shall be the fare paid.

6. RIGHT TO REFUSE REFUND

- (1) Unless otherwise provided in these Conditions of Carriage or Spring Japan's Regulations, Spring Japan will make a refund if based on sub-paragraph 1 and 2 of paragraph 3 of this Article, and claimed up to the date set forth in Spring Japan's Regulation. But Spring Japan may refuse to make a refund if based on paragraph 4 and 5 of this Article, and claimed after 30 days elapsed.
- (2) Spring Japan will not make a refund for a Ticket of a Passenger in the event that Carriage of the Passenger is refused or he/she is removed in accordance with sub-paragraph (3)(d) through sub-paragraph (3)(g) of paragraph 1 of Article 10 and sub-paragraph (4) through sub-paragraph (8) of paragraph 1 of Article 10.

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Article - 9 CHECK-IN

A Passenger shall arrive at Spring Japan's check-in counter and the boarding gate by the time designated by Spring Japan. If a Passenger fails to arrive at Spring Japan's check-in counter or the boarding gate by the time designated by Spring Japan or is unable to depart because of improper or incomplete exit, entry or other necessary documentation required for his/her departure, Spring Japan may cancel his/her reservation of a seat and will not delay the flight for the Passenger. Spring Japan shall not be liable to the Passenger for any damage caused due to the Passenger's failure to comply with this Article.

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Article - 10 REFUSAL AND LIMITATION OF CARRIAGE

1. RIGHT TO REFUSE CARRIAGE

Spring Japan may refuse Carriage of, or remove, any Passenger, and in such case his/her Baggage will be handled in the same way, if Spring Japan determines at its reasonable discretion that:

- (1) such action is necessary for a reason of flight safety;
 - (2) such action is necessary in order for the Carrier to comply with applicable laws or regulations, or governmental requirements;
 - (3) the Passenger or his/her conduct, age or mental or physical condition:
 - (a) requires the special assistance of Spring Japan,
 - (b) has serious illness/injury, infectious disease or suspected infectious disease,
 - (c) may cause discomfort or makes himself/herself objectionable to other passengers,
 - (d) may cause harm to himself/herself or to other persons or an aircraft or any property;
 - (e) obstructs any staff of Carrier (crew member) in performing his/her duties or fails to comply with any instruction of any crew member,
 - (f) uses portable telephones, portable radios, electronic games or other electronic devices in aircraft cabin without Spring Japan's permission, or
 - (g) smokes in aircraft cabin; Smoking includes using cigarettes, electronic cigarettes, heated cigarettes and other all smoking devices.
 - (4) the Passenger falls under sub-paragraph (5) of paragraph 2 of Article 11.;
 - (5) When a passenger made a trouble in Spring Japan' cabin and Spring Japan deems he/she may repeat the same or similar trouble for sure.
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- (6) the Passenger fails to pay any applicable fares, charges or taxes or may fail to perform a credit arrangement agreed upon between Spring Japan and the Passenger (or the person paying for the Ticket); or
- (7) the Ticket presented by the Passenger is acquired unlawfully or purchased from an entity other than the issuing Carrier or its Authorized Agent, or the Ticket presented by the Passenger is a counterfeit Ticket;
- (8) the person presenting a Ticket cannot prove that he/she is the person named or recorded in the "Passenger Name" box of the Ticket;
- (9) a Child or Infant is unaccompanied by a Passenger aged 12 or over.

In the case of sub-paragraph (3) (d) or (e) of this paragraph, Spring Japan may take such other measures as Spring Japan deems necessary to prevent the Passenger from continuing such conduct, failure, obstruction or act which measures shall include, but not limited to, restraint of the Passenger.

2. CONDITIONAL ACCEPTANCE FOR CARRIAGE

If a Passenger whose status, age or mental or physical condition may cause any hazard or risk to himself/herself is carried, Spring Japan shall not be liable for death of, or any injury, illness, wounding or disability suffered by, the Passenger or any aggravation or consequences thereof due to such status, age or mental or physical condition.

3. LIMITATION ON CARRIAGE

- (1) Acceptance of Carriage of Children or Infants, incapacitated persons, pregnant women or persons with illness shall be subject to Spring Japan's Regulations and may require a prior arrangement with Spring Japan.
 - (2) If the total weight of the Passengers boarding, and /or Baggage loaded in, an aircraft may exceed the maximum allowance weight with respect to the aircraft, Spring Japan may, in accordance with Spring Japan's Regulations, decide which Passengers and/or Baggage will be carried.
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- (3) To ensure the presence of a passenger who can provide assistance in an emergency evacuation, Carrier may refuse carriage of a passenger in a seat in an emergency exit row of an aircraft and change his/her seat to another seat if Carrier recognizes that any of the following items applies to that passenger:
- (a) the Passenger is under the age of 15.
 - (b) the Passenger has any difficulty in assisting in emergency evacuation, or may cause any harm to his/her health if he/she assists in an emergency evacuation, due any physical, health or other reason.
 - (c) the Passenger cannot understand the evacuation procedures established by Carrier or the crew's instructions; or
 - (d) The Passenger does not consent to providing assistance in emergency evacuation.

4. NON-SMOKING FLIGHTS

All Spring Japan flights are non-smoking flights. Smoking or its alternative is prohibited in all areas of the aircraft.

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Article - 11 BAGGAGE

1. RESTRICTION OF ACCEPTANCE AS BAGGAGE

- (1) Spring Japan will refuse to accept as Baggage:
- (a) items which do not constitute Baggage as defined in paragraph 1 of Article 1;
 - (b) items Carriage of which is prohibited by Applicable Laws, etc;
 - (c) items which Spring Japan deems unsuitable for Carriage by reason of their weight, size, shape or character such as being fragile or perishable;
 - (d) live animals; provided, however, that Spring Japan may accept Carriage of a dog (i.e. guide dog, service dog or hearing-assistance dog; collectively called “Assistance Dog”) that accompanies a Passenger with a physical disability to assist such passenger pursuant to Spring Japan’s Regulations. In this case, Spring Japan shall not be liable for death of, or injury or illness suffered by such Assistance Dog that results from its inherent defect; or
 - (e) Firearms, swords and other similar items, except as otherwise provided in Spring Japan’s Regulations.
 - (f) Explosives, Flammable or non-Flammable gas (Spray type paint, Butane gas (gas cylinder), Refillable lighter gas, etc.) Frozen gas (Diving breathing cylinder, Liquid nitrogen, etc.), Flammable liquids (Paint, Paint thinner, Solvent, etc.), Flammable solids (Matches, etc.), Organic peroxides (Resin, etc.), Poisonous Substances, Infectious Substances (Viruses, Bacteria, etc.), Radioactive Substances (Radium, etc.), Corrosive materials (Acidity, Alkalinity, Mercury, Clinical Thermometers, Thermometers), Magnetic Substances, Oxidizing Substances (Bleach, etc.).

- (2) Spring Japan may refuse Carriage of, and take any necessary step with respect to,
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items of which Carriage as Baggage is prohibited by the preceding sub-paragraph 1 and may refuse onward Carriage of any such item upon discovery thereof.

- (3) Spring Japan shall refuse to accept fragile or perishable items, money, jewelry, precious metals, negotiable papers, securities or other valuables, business documents, passports or other identification documents necessary for travel or samples as Checked Baggage.
- (4) Spring Japan may refuse to carry Baggage as Checked Baggage in case it is not properly packed in a suitcase or other suitable container to ensure safe Carriage with ordinary care in handling.
- (5) Spring Japan may accept to carry a musical instrument as Checked Baggage so long as it is properly packed in a suitcase or other suitable container to ensure safe Carriage with ordinary care in handling; provided, however, that Spring Japan shall not be liable for any damage other than those caused due to negligence on the part of Spring Japan.
- (6) If any item referred to in sub-paragraph (1) of this paragraph is carried, whether or not Carriage of such item as Baggage is prohibited, such Carriage shall be subject to the charges, limitations of liability and any other provision of these Conditions of Carriage applicable to Carriage of Baggage.

2. SECURITY INSPECTION

- (1) A Passenger shall submit to any security check required by Spring Japan, unless it is specifically deemed unnecessary by Spring Japan.
 - (2) Spring Japan will inspect the contents of Passenger's Baggage by opening his/her Baggage and/or by using some device in the presence of the Passenger concerned or a third person, for the purpose of security (including but not limited to the prevention of unlawful acts of seizure, exercise of control or destruction of aircraft) and/or for any other reason. Notwithstanding the foregoing, Spring Japan may inspect the Passenger's Baggage in his/her or a third person's absence to see whether he/she is in possession of, or his/her Baggage contains, any prohibited item referred to in sub-paragraph (1) of paragraph 1 of Article 11.
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- (3) Spring Japan will search Passenger's articles by touching the Passenger through his/her clothes and personal fittings including wigs or by using such instruments as a metal detector, for the purpose of security (including but not limited to the prevention of unlawful acts of seizure, exercise of control or destruction of aircraft) and/or for any other reason.
- (4) When a Passenger does not agree with Spring Japan's inspection as specified in subparagraph (2) of paragraph 2 of Article 11, Spring Japan will refuse to carry such a Passenger's Baggage.
- (5) When a Passenger does not agree with Spring Japan's search as specified in subparagraph (3) of paragraph 2 of Article 11, Spring Japan will refuse to carry such a Passenger.
- (6) When such prohibited items as specified in sub-paragraph (1) of paragraph 1 of Article 11 have been found as a result of such inspection or search as specified in subparagraph (2) or (3) of paragraph 2 of Article 11, Spring Japan may refuse to carry such Baggage, or may dispose of such Baggage.

3. Free Baggage Allowance

In respect of domestic carriage performed by Spring Japan, the free Baggage allowance will be determined on the basis of weight concept. A free Checked Baggage allowance and a free Unchecked Baggage allowance will be determined separately. Except as otherwise provided in Spring Japan's Regulations, the free Baggage allowance for each Passenger will be limited as follows;

(1) Free Baggage Allowance for Adults

A Passenger is entitled to a free Baggage allowance applicable to the fare and class of service the Passenger paid in accordance with Spring Japan's Regulations.

(2) Free Baggage Allowance for Children/Infants

Children are entitled to the same free Baggage allowance as adult Passengers. Infants are not entitled to a free Baggage allowance.

- (3) When involuntary rerouting is made, Passenger shall be entitled to the free Baggage allowance applicable to the fare originally paid.

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4. CHECKED BAGGAGE

- (1) A Passenger is entitled to a free Checked Baggage allowance applicable to the fare and class of service the Passenger paid in accordance with Spring Japan's Regulations.
 - (2) Spring Japan shall accept Carriage of Checked Baggage that only in the case where a Passenger's baggage weight is within the limit of free Baggage allowance or a Passenger pays a Baggage Charge prescribed in Spring Japan's Regulations or in the event these Conditions of Carriage being applicable.
 - (3) Nothing contained in these Conditions of Carriage shall entitle a Passenger to have his/her Baggage checked on a flight for a sector for which a Carrier does not accept checking of Baggage.
 - (4) When Spring Japan accepts transportation of checked in baggage based on sub-Paragraph 2 of this paragraph, unless otherwise provided in Spring Japan's Regulations or Applicable Laws, Spring Japan will, upon presentation by a Passenger of a valid Ticket covering Carriage on the lines of Spring Japan , accept as Checked Baggage the Baggage which is tendered by the Passenger at Spring Japan's check-in counter designated, and by the time prescribed, by Spring Japan in respect of Carriage on the lines designated on the Ticket; provided that Spring Japan will not accept as Checked Baggage the Baggage tendered for Carriage:
 - (a) beyond the Destination designated, or on any routing not designated, on the Ticket;
 - (b) beyond a Stopover point, or beyond a point at which the Passenger transfers to a connecting flight departing from a different airport from that at which the Passenger is scheduled to arrive under the Ticket, unless otherwise provided for in Spring Japan's Regulations;
 - (c) for a sector in respect to which the Passenger holds no reservations;
 - (d) beyond a point at which the Passenger desires to resume possession of such
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Baggage or any portion thereof; or

- (e) for a sector in respect to which the Passenger does not pay all applicable charges.
- (5) Upon delivery to Spring Japan of Baggage to be checked, Spring Japan shall issue a Baggage Identification Tag for each piece of the Checked Baggage.
- (6) Spring Japan shall, to the reasonable extent possible, carry Checked Baggage of a Passenger coincidentally with the Passenger on the aircraft which the Passenger boards; provided that if Spring Japan deems it difficult or impracticable, Spring Japan may carry the Checked Baggage on any other flight in which such Baggage can be loaded within the maximum weight allowance or by any other transportation service.
- (7) Maximum weight and dimensions of checked-in baggage for a passenger will be in accordance with Spring Japan's Regulations. A total maximum amount of Length, Width and Depth (hereunder called "3 dimensions total") in each case shall not exceed 203 centimeters.
- (8) A fully collapsible stroller/pushchair, carrying basket, and/or car seat for Infants or Child Passenger's use are accepted for free and are not included in the Baggage allowance, limited to only one piece per such an infant or a child.
- (9) Spring Japan shall accept for carriage free of charge for one wheel chair used by a passenger with walking disability or difficulty without including its weight to his/her baggage.

5. UNCHECKED BAGGAGE

- (1) Except articles specifically permitted by Spring Japan to be carried into the cabin, Baggage that a Passenger may carry into the cabin shall not exceed 7 kilograms. Should Spring Japan accept such a transportation due to unavoidable reasons, applicable fares in accordance with Spring Japan's Regulations will be charged.
 - (2) Except articles specifically permitted by Spring Japan to be carried into the cabin, Baggage that a Passenger may carry into the cabin shall be, besides one piece of a
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Passenger's personal belongings, that the Passenger carries and retains as permitted by Spring Japan's Regulations, one piece of article provided in Spring Japan's Regulations that can be stowed in an enclosed storage compartment in the cabin or under the seat in front of the Passenger, the sum of the three dimensions of which shall not exceed 115 centimeters and each dimension shall be 56 centimeters x 36 centimeters x 23 centimeters at the maximum.

- (3) A Passenger shall not carry into the cabin any Baggage that Spring Japan deems cannot be stowed in safety in the cabin.

6. EXCESS BAGGAGE

- (1) Excess Baggage means the Baggage to be carried in excess of the free Checked Baggage allowance applicable to the fare and class of service the Passenger paid. A special charge will be assessed for such Baggage.
- (2) Baggage in excess of the free Baggage allowance set forth in sub-paragraph 1 of paragraph 3 of this Article shall be subject to the applicable excess Baggage charge in accordance with Spring Japan's Regulations.

7. EXCESS BAGGAGE CHARGE ON CHANGE OF FLIGHT OR CANCELLATION

Any payment or refund of excess Baggage charge to be made in the case of Change of flight or cancellation of Carriage shall be subject to the provisions hereunder concerning payment of additional fare or refund of fare.

8. COLLECTION AND DELIVERY OF BAGGAGE

- (1) The bearer of the Baggage Identification Tag(s) issued to a Passenger when his/her Baggage is checked shall be exclusively entitled to accept delivery of such Baggage; provided, however, that a person who claims Baggage but fails to present a Baggage Identification Tag(s) may accept delivery of the Baggage if the Baggage is identified by other means. Spring Japan shall not be obligated to ascertain that the bearer of a
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Baggage Identification Tag(s) is truly entitled to accept delivery of the Baggage. Spring Japan shall not be liable for any damage arising out of or in connection with its failure to so ascertain.

- (2) If a person claiming Baggage is unable to receive Baggage pursuant to the preceding sub-paragraph 1, Spring Japan will deliver the Baggage to such person only if he/she establishes to Spring Japan's satisfaction that he/she is duly entitled to receive the Baggage and if such person shall, upon Spring Japan's request, provide Spring Japan with adequate security to indemnify Spring Japan from any loss and damage incurred by Spring Japan in connection with such delivery.
- (3) Acceptance of delivery of Checked Baggage or the Passenger's other belongings by the bearer without his/her written complaint at the time of the delivery shall constitute prima facie evidence that the Baggage and other articles have been delivered in good condition and in accordance with the contract of Carriage.
- (4) If any Checked Baggage is not accepted by Passenger within 7days of arrival, Spring Japan may dispose of such Baggage at its discretion. In this case, a Passenger who owns such Baggage shall bear any damages and expenses incurred in connection therewith.

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Article - 12 LIABILITY OF CARRIERS

1. APPLICABLE LAWS

Any Carriage and other services to be performed or provided by Spring Japan shall be subject to:

- (1) Applicable Laws; and
- (2) These Conditions of Carriage and Spring Japan's Regulations, which may be inspected at any of Spring Japan's business offices and its offices in any airport from which it operates regular services.

2. LIMITATION OF LIABILITY

(1) Except as otherwise provided by Applicable Laws, etc., Spring Japan's liability for death of, or wounding or other bodily injury to, a Passenger, delay in arrival of a Passenger and/or his/her Baggage, or any loss of or damage to any Baggage of a Passenger (hereinafter collectively referred to as "Damage") arising out of or in connection with Carriage or other services incidental thereto performed or provided by Spring Japan shall be as described hereinafter. If there has been intention or negligence on the part of the Passenger, Spring Japan's liability shall be subject to the applicable laws and regulation.

(a) Spring Japan shall be liable for any Damage arising in connection with the death or wounding of, or any other bodily injury suffered by, a Passenger, if the incident or accident which causes such Damage takes place on board an aircraft or in the course of embarking or disembarking an aircraft.

(b) Spring Japan shall be liable for any Damage arising in connection with the destruction or loss of, or damage to, any Checked Baggage or any other article of a Passenger of which Spring Japan takes custody, if the incident or accident that causes such Damage, takes place while such Checked Baggage or article is in the custody of Spring Japan.

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- (c) Spring Japan shall not be liable for such Damage as provided for in items(a) and (b) of this sub-paragraph if it is proved that Spring Japan and/or its Agent(s) have taken necessary measures to avoid such Damage or that Spring Japan and/or its Agent(s) were prevented from taking such measures. The term “Agent(s)” as used in this Article means any employee, representative, agent or contractor of Spring Japan who assists in the performance of a contract of Carriage.
- (d) Spring Japan shall be liable for Damage arising out of or in connection with the destruction or loss of, or damage to Unchecked Baggage or any other article carried or worn by a Passenger only if it is proved that such destruction, loss or damage was caused by the negligence of Spring Japan and/or its Agent(s).
- (e) Spring Japan may, without notice, change the scheduled time of, or cancel, suspend or terminate any flight; change places of departure and/or destination; make emergency landing; limit the number of Passengers on board; unload all or part of loaded Baggage; or take any other necessary measures, for any reason beyond Spring Japan’s control, such as laws or regulations, governmental requirements, security requirements (including, but not limited to, prevention of unlawful seizure, control or destruction of an aircraft), adverse weather, force majeure, labour dispute actions, riots, civil commotions and wars; and Spring Japan shall not be liable for any Damage arising as a result of taking such measures, unless Spring Japan is held liable for such Damage pursuant to the preceding items (a) through (d) of this sub-paragraph.
- (2) Spring Japan shall not be liable for any Damage arising in connection with destruction, loss of, or damage to any Checked Baggage or any other article of a Passenger that Spring Japan takes custody of, if such Damage is caused solely by any inherent defect, inadequate quality or flaw in the Baggage or the article.
- (3) If Spring Japan proves that any Damage has been caused by or in connection with the
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wilful misconduct or negligence of a Passenger, Spring Japan shall be exempted from liability to the Passenger, in whole or in part, to the extent that such wilful misconduct or negligence has caused or contributed to the Damage.

- (4) If Spring Japan incurs any Damage caused by a Passenger's wilful misconduct or negligence, or by his/her failure to observe these Conditions of Carriage or any rules or regulations stipulated thereunder, the Passenger shall indemnify Spring Japan for such Damage.
- (5) Spring Japan's liability for the Carriage of Baggage shall be limited to 150,000 yen per Passenger, provided, however, that the liability of Spring Japan shall not, under any circumstances, exceed the actual value of the Baggage.
- (6) The limitation of liability provided for in the preceding paragraph shall not be applicable if it is proved that the Damage has been caused by the wilful misconduct or gross negligence of Spring Japan and/or its Agent(s); provided, however, that if such Damage is caused by wilful misconduct or gross negligence of the Agent(s), it shall also be proved that the Damage occurred while the Agent(s) was (were) performing his/her (their) duties.
- (7) If it is proved by an Agent of Spring Japan that he/she was performing his/her own duties when any Damage as set forth in these Conditions of Carriage occurred, such Agent may apply to such Damage any and all provisions pertaining to exclusion or limitation of liability of Spring Japan in these Conditions of Carriage and any rules and regulations under these Conditions.

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Article - 13 TIME LIMITATIONS ON CLAIMS

No claim for damage may be made in the case of damage to Baggage unless the person entitled to delivery complains to an office of Spring Japan forthwith after the discovery thereof and no later than 3 Days from the date of receipt of the Baggage; and, in the case of delay or loss, unless the complaint is made no later than 21 Days from the date on which such person has received (in the case of delay) or should have received (in the case of loss) the Baggage. Every complaint must be in writing and dispatched within the time aforesaid. Failure to give such notice of complaint shall not prevent a claimant's from filing a suit if the claimant proves that;

- (1) it was not reasonably possible for him/her to give such notice;
- (2) such notice was not given due to fraud on the part of Spring Japan; or
- (3) Spring Japan had knowledge of the damage to the Passenger's Baggage.

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Article - 14 OVERRIDING LAW

Any provision contained or referred to in a Ticket or in these Conditions of Carriage or Spring Japan's Regulations shall, even if it is in violation of Applicable Laws, etc. and is invalid, remain valid to the extent not in conflict with Applicable Laws, etc. The invalidity of any provision shall not affect any other provision.

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• **Article - 15 MODIFICATION AND WAIVER**

No representative, officer, employee or agent of Spring Japan shall have authority to alter, modify or waive any provision of the contract of Carriage or of these Conditions of Carriage or Spring Japan's Regulations.

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SUPPLYMENTARY PROVISIONS

1. DATE OF EFFECTIVENESS

This Conditions of Carriage shall come into effect as of November 01, 2021.