

CONDITIONS OF CARRIAGE BY CHARTER FLIGHT
(INTERNATIONAL PASSENGERS, BAGGAGE AND CARGO)

SPRING JAPAN

CONDITIONS OF CARRIAGE BY CHARTER FLIGHT
 (INTERNATIONAL PASSENGERS, BAGGAGE AND CARGO)

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CHAPTER 1. GENERAL

1. DEFINITIONS

- 1.1 “Advance Arrangement” means any special arrangement between the charterer or shipper, and SJO, made prior to tender of the shipment.
- 1.2 “Agreed Stopping Places” means those places, other than the place of departure and the destination, set forth in a ticket or an air waybill as scheduled stopping places on the passenger’s route, or shown in a charter contract.
- 1.3 “Air Waybill”, which is equivalent to air consignment note, means the non-negotiable document or electronic form entitled "Air Waybill/Consignment Note" made out by shipper or SJO or charterer on behalf of the shipper which evidences the contract between shipper and SJO of carriage of cargo over the routes of SJO pursuant to the charter agreement.
- 1.4 “Applicable Laws” means such laws, cabinet orders and ministerial ordinances and other governmental regulations, rules, orders, demands or requirements of any state or country as will apply to carriage of a passenger, baggage and/or cargo to be performed by SJO.
- 1.5 “Authorised Agent” means a sales agent appointed by SJO to represent SJO in the sale of carriage by charter flight over SJO’s services.
- 1.6 “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.
- 1.7 “Baggage Check” means such portion of a ticket as provides for carriage by charter flight of checked baggage and as is issued by SJO as receipt of such checked baggage.
- 1.8 “Baggage Identification Tag” means a document issued by SJO solely for the purpose of identification of checked baggage and consisting of two portions: the baggage tag portion which is attached by SJO to a particular article of checked baggage and the baggage claim stub which is given to the passenger.
- 1.9 “Charges” means an amount to be paid for carriage by charter flight based on the applicable charges for such carriage or an amount to be paid for special or incidental services in connection with such carriage.
- 1.10 “Cargo”, which is equivalent to the term goods, is anything carried or to be carried in a chartered aircraft, other than mail or baggage.
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- 1.11 “Carriage by Charter Flight” means carriage of a passenger, baggage and/or cargo by air, gratuitous or for reward, pursuant to the charter agreement.
- 1.12 “Charter Agreement” means an agreement between a charterer and SJO concerning the chartering of a whole or any portion of aircraft equipped and manned with crew for one or more determined trip or trips, pursuant to which SJO contracts with a passenger or shipper for carriage of a passenger, baggage and/or cargo by charter flight.
- 1.13 “Charter Application” means an application for charter flight completed and signed by the charterer in the form prescribed by SJO, by which SJO checks and confirms the charter’s eligibility for charter flight in accordance with the terms and provisions of the Charter Regulations approved by Ministry of Land, Infrastructure and Transport, Japan and in respect of the statements of which the charterer warrants to be true and correct to the best of his knowledge and belief. The Charter Regulations may be inspected at any of SJO downtown offices and its offices at any airport from which SJO operates regular services.
- 1.14 “Charterer” means any person whose name appears on charter agreement as the party contracting with SJO. Any action taken by the charterer in respect of passenger tickets, baggage checks or air waybill shall be deemed to be done as agent for the passenger or shipper.
- 1.15 “Checked Baggage” means baggage of which SJO takes custody and for which SJO issues a baggage check and baggage identification tag.
- 1.16 “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.
- 1.17 “City Terminal Service” means the surface carriage of shipment between SJO’s city handling station and the airport of departure or destination, as the case may be.
- 1.18 “Consignee” means the person whose name appears on the air waybill as the party to whom the shipment is to be delivered by SJO.
- 1.19 “Convention” means whichever of the following instruments is applicable to the contract of carriage:
- “Convention for the Unification of Certain Rules Relating to International Carriage by Air”, signed at Warsaw on 12th October, 1929 (hereinafter referred to as “Warsaw Convention”);
 - “Warsaw Convention as amended at The Hague in 1955” signed at The Hague on 28th September, 1955 (hereinafter referred to as “Warsaw Convention as amended at The Hague”);
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“Warsaw Convention” as amended by Additional Protocol No.1 of Montreal 1975 ;

“Warsaw Convention as amended at The Hague” as amended by Additional Protocol No.2 of Montreal 1975;

“Warsaw Convention as amended at The Hague” as amended by Protocol No.4 of Montreal 1975 (hereinafter referred to as “Warsaw Convention as amended at Montreal”), and

“Convention for the Unification of Certain Rules for International Carriage by Air”, done at Montreal on 28th May, 1999 (hereinafter referred to as the “Montreal Convention”).

1.20 “Custom Consignee”, which is equivalent to customs clearance agent, means a customs broker or other agent of the consignee designated to perform customs clearance services for the consignee.

1.21 “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 notification in connection with the carriage of cargo by charter flight, when the last day falls on Sunday, or a legal holiday, such Sunday or legal holiday shall not be counted.

1.22 “Delivery Service” means the surface carriage of inbound shipments from the airport of destination to the address of the consignee or that of his designated agent or to the custody of the appropriate government agency when required.

1.23 “Destination” means the ultimate stopping place shown in a ticket or an air waybill.

1.24 “Electronic Coupon” means an electronic flight coupon or other value document held in SJO’s database.

1.25 “Electronic Flight Coupon” means such form of flight coupon as is recorded in SJO’s database.

1.26 “Electronic Ticket” means the itinerary/receipt and electronic flight coupon issued by a carrier or its authorized agent.

1.27 “Flight Coupon” means such portion of a passenger ticket (in the case of electronic ticket, the electronic flight coupon) as indicates particular places between which the coupon is good for carriage by charter flight for a passenger.

1.28 “French Gold Francs” means French francs consisting of 65 1/2 milligrams of gold at the standard of fineness of nine hundred thousandths. French Gold Francs may be converted into any national currency in round figures.

1.29 “Inclusive Tour” means a journey by air organized by a tour operator, that includes arranged other transportations and hotel or any other housing accommodations.

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- 1.30 “Inclusive Tour Charter Transportation” means carriage of passengers who make inclusive tour by charter flight under the Inclusive Tour Charter Regulations approved by the Ministry of Land, Infrastructure and Transport, Japan. The Inclusive Tour Charter Regulations may be inspected at any of SJO downtown offices and its offices at any airport from which SJO operates regular services.
- 1.31 “Infant” means a person who has not reached his/her second birthday as of the date of commencement of carriage.
- 1.32 “International Carriage” means (except where the Convention is applicable) carriage by charter flight in which, according to a contract of carriage, the place of departure and, the destination or agreed stopping places, are situated in two or more countries. As used in this definition, the term “country”, which is equivalent to “state”, shall include any territory subject to its sovereignty, suzerainty, mandate, authority or trusteeship.
- 1.33 “Itinerary/Receipt” means a document or documents forming part of the electronic ticket which contains the information such as the itinerary, ticket information, a portion of the conditions of a contract of carriage between SJO and a passenger pursuant to the charter agreement and notices relating thereto.
- 1.34 “Number of Contracted Seats” means all or any portion of the seat of an aircraft, the number of which SJO promised to make available to a charterer by a charter agreement.
- 1.35 “Passenger” means any person, except crew members, carried or to be carried in a chartered aircraft under the contract of carriage.
- 1.36 “Passenger Coupon” or “Passenger Receipt” means such coupon or receipt constituting a portion of a ticket as is issued by SJO or its authorized agent and is marked with “Passenger Coupon” or “Passenger Receipt”, which document shall constitute a passenger’s written evidence of a contract of carriage between SJO and a passenger pursuant to the charter agreement.
- 1.37 “Passenger Ticket” means such portion of a ticket as is issued by SJO or its authorized agent and as provides for carriage by charter flight for a passenger.
- 1.38 “Pick-up Service” means the surface carriage of outbound shipments from the point of pick-up to the airport of departure.
- 1.39 “Rate” means the amount charged by SJO for carriage of a unit of weight (or volume) or value of goods.
- 1.40 “SDR” means Special Drawing Rights as defined by International Monetary Fund. Conversion of the SDR sum into a national currency shall be made as follows:
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- (1) In the case as defined in Article 75 of these Conditions of Carriage, it shall be made at the exchange rate between the currency and SDR in effect on the date of issuance of the air waybill.
- (2) In the cases as defined in Article 74.1.(3),(4) and Article 76.1.(4) of these Conditions of Carriage, it shall be made, in the case of judicial proceedings, at the exchange rate between the currency and SDR in effect on the date of the final court hearing of such proceedings, and, in any other case, at the exchange rate between the currency and SDR in effect on the date on which the amount of the damages is finally fixed or on which the value of baggage is declared.
- 1.41 "Shipment", which is equivalent to consignment, except as otherwise provided by SJO, means one or more pieces of goods accepted by SJO from one shipper at one time and at one address, receipted for in one lot and moving on one air waybill to one consignee at one destination address.
- 1.42 "Shipper", which is equivalent to consignor, means the person whose name appears on the air waybill as the party contracting with SJO for carriage of cargo pursuant to the charter agreement.
- 1.43 "SJO" means SPRING JAPAN Co., Ltd. The two-character Airline Designator Code is IJ, the three-character code is SJO.
- 1.44 "SJO's Regulations" means SJO's rules and regulations, other than these Conditions of Carriage, for international carriage of passengers, baggage and/or cargo including, but not limited to, SJO's tables of charges and rates.
- 1.45 "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.
- 1.46 "Ticket" means either the document entitled "Passenger Ticket and Baggage Check" or the electronic ticket, in each case issued by SJO or its authorized agent for carriage of a passenger and/or baggage, setting forth a portion of the conditions of a contract of carriage by charter flight and notices relating thereto and containing flight coupon and passenger coupon or passenger receipt or electronic flight coupon and itinerary/receipt.
- 1.47 "To Validate" means to stamp on a passenger ticket an indication that it has been duly issued by SJO or its authorized agent or, in the case of an electronic ticket, to register all the electronic flight coupon in SJO's database.
- 1.48 "Unchecked Baggage" means any baggage other than checked baggage.
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2. APPLICATION OF CONDITIONS

2.1 General

Nothing in these Conditions of Carriage or SJO's Regulations shall, unless permitted by the Convention and otherwise expressly provided herein, constitute a modification by SJO of any provision of, or waiver by SJO of any right granted to it by, the Convention.

2.2 Applicability

To the extent not in conflict with the Convention and except in case SJO's Conditions of Carriage applicable exclusively to its own domestic services by charter flight apply, these Conditions of Carriage shall apply to any carriage by charter flight for passengers, baggage and/or cargo and any service incidental thereto, each to be performed or provided by SJO at charges established in connection with these Conditions of Carriage, and shall constitute terms and conditions and provisions under which SJO performs or undertakes to perform such charter flight to the same extent as if these Conditions of Carriage were included as terms and conditions and provisions in the charter agreement, ticket or air waybill and expressly agreed to by the charterer, passengers and shippers.

3. GRATUITOUS CARRIAGE

3.1

With respect to gratuitous carriage by charter flight, SJO reserves the right to exclude the application of any provisions of these Conditions of Carriage.

4. CHANGE OF CONDITIONS OF CARRIAGE OR SJO'S REGULATIONS

4.1

Except as will be prohibited by Applicable Laws, SJO may change, modify or amend any provision of these Conditions of Carriage and relevant regulations, and shall notify reasonably in advance the contents of such changes of Conditions of Carriage by posting them to the website or by other appropriate means; provided that no contract of carriage by charter flight shall be subject to such change, modification or amendment made after the carriage by charter flight to be performed pursuant to such contract commences.

5. APPLICABLE CONDITIONS

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5.1

All carriage by charter flight for passengers, baggage and/or cargo shall be subject to these Conditions of Carriage and SJO's Regulations in effect as of the date of commencement of the carriage by charter flight.

6. CHARTER AGREEMENT

6.1

No carriage by charter flight shall be performed unless a written charter agreement, in the form prescribed by SJO, is executed by the charterer and SJO.

Except for inclusive tour charters, a charterer shall submit a written charter application to SJO and get its approval before the execution of the charter agreement. The charter application approved by SJO shall be made a part of the charter agreement at the execution of such agreement.

7. SELECTION OF FLIGHT ROUTE

7.1

SJO shall have the right to select the flight route for the charter flight; provided however, that the shortest route which, in the opinion of SJO, is safe and feasible, will be followed.

8. SUBSTITUTION OF AIRCRAFT

8.1

In the event it is impossible for SJO to provide the charter the type of aircraft specified in the charter agreement, SJO may without any notice and without any liability effect the transportation by means of an aircraft of another type or arrange for the substitution of another air carrier who will effect the transportation in question on behalf of SJO by means of one of their aircraft of the same type or of a type other than that stipulated in the charter agreement. In the event SJO substitutes a different aircraft from the aircraft originally chartered, the charges shall in no event be higher than the applicable charges for the aircraft originally chartered; however, if an aircraft is substituted for which charges are less than the applicable charges for the aircraft originally chartered, such lower charges shall apply. The charterer shall indemnify and hold SJO harmless from claims by passengers, shippers, consignees or other persons having any interest in the charter flight pursuant to such charter agreement, arising out of or in connection with such substitution of air carrier or

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type of aircraft.

9. SCHEDULES, DELAYS AND CANCELLATIONS OF FLIGHT AND LIABILITY

9.1 Schedules

SJO undertakes to use its best efforts to carry a passenger, baggage and/or cargo with reasonable dispatch and to adhere to published schedules in effect on the date of travel; provided that the operation schedules of the charter flight set forth in the charter agreement shall be just scheduled but not guaranteed.

9.2 Delays and Cancellations of Flights

SJO may, without prior notice (in case item (6) below applies, with a prior notice to the charterer more than 25 days before the scheduled departure time of the charter flight), cancel, terminate, divert, postpone, advance or delay any charter flight or proceed with any charter flight without all or any part of the passenger, baggage and/or the cargo or determine if any take-off or landing should be made, without any liability of any kind to the charterer, passenger, shipper, consignee and any other person having any interest in the charter flight;

- (1) because of any fact beyond SJO's control (including, but not limited to, Force Majeure such as meteorological conditions, acts of God, strikes, riots, civil commotions, embargoes, airport slot limitations, 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;
- (2) because of any fact not to be foreseen, anticipated or predicted;
- (3) because of any applicable laws;
- (4) because of shortage of labour, fuel or facilities or labour problems of SJO or others;
- (5) because of mechanical or operational difficulties related to the safety of chartered aircraft; or
- (6) because total number of contracted seats of a chartered aircraft does not exceed a fixed number as provided by SJO (applicable only to inclusive tour charter transportation).

In the event of such cancellation before the commencement of such charter flight, SJO shall refund the sum deducting charges and expenses actually incurred by SJO for such charter

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flight from the charter price and other charges and expenses collected. In the event of such termination after the commencement of the charter flight, the charter price and other charges and expenses for the transportation performed shall be calculated in accordance with Article 21 and the difference will be refunded.

10. SPACE AND WEIGHT LIMITATIONS

10.1

The charterer, passenger or shipper shall have the right to utilize all or any part of space on the chartered aircraft during the charter flight in accordance with the charter agreement, provided, however, that the space and weight available on any portion of the charter flight shall be decided solely by SJO. A passenger, baggage and/or cargo will be carried within such space and weight limitations of the chartered aircraft. Any such space in the chartered aircraft not utilized by the charterer, passenger or shipper may be utilized by SJO for the carriage of persons and property without diminution of the charter price as provided in Article 16.1 and other charges and expenses.

11. CHARACTERISTICS OF AIRCRAFT

11.1

The characteristics of the chartered aircraft available to the charterer shall be specified by SJO at the execution of charter agreement. Such characteristics may be changed by SJO in case of adverse meteorological conditions, or for other operational, mechanical or economic reasons.

12. CREW IN CHARGE

12.1

The chartered aircraft shall at all times be under the exclusive command and control of SJO's crew in charge, who are authorized to take all necessary measures to ensure safety. In this respect, they shall have complete discretion concerning the load carried, its distribution, the route to be flown, the time of departure from the original point and all intermediate points, when and if the charter flight shall be undertaken and as to where landings should be made. The charterer, passengers and shipper shall accept all such decisions as final and shall strictly comply with all orders issued by the crew in charge.

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13. FALSE REPRESENTATIONS AND OTHER VIOLATIONS BY CHARTERER

13.1

SJO may cancel a charter agreement, or in case charter flight has commenced, terminate the charter flight immediately without special warning or formal notice being given and also without liability of any kind to the charterer, passengers, shipper, consignee and any other person having interest in the charter flight, in the event that any provision of charter agreement and applicable laws is violated or unobserved by the charterer or by any such person or in the event that any representation in the charter application by the charterer is false. In the event of such cancellation before the commencement of the charter flight, SJO may collect cancellation charge provided in Article 19 from the charterer. In the event of such termination after the commencement of the charter flight, SJO may collect cancellation charge as provided in Article 19 as termination charge. Neither the cancellation nor the termination of a charter agreement for such reason shall affect SJO's right to collect damages from the charterer for such violation, inobservance or false representation. The charterer shall indemnify and hold SJO harmless from claims by passengers, shippers, consignees or other person having any interest in the charter flight pursuant to such charter agreement, arising out of or in connection with such cancellation or termination.

14. NECESSARY ARRANGEMENT BY CHARTERER

14.1

The charterer shall make all necessary arrangements to ensure the arrival of passengers and availability of baggage and cargo for embarking and loading, at the time specified by SJO or its crew in charge. In the event that the charterer does not have the passengers, baggage and/or cargo ready for loading at such time specified, the charter flight may proceed without the full load and SJO shall be under no obligation to delay departure of any chartered aircraft operating any portion of the charter flight. In the event the charterer requests a delay in any such departure and SJO agrees thereto, the charterer shall pay SJO all additional charges, costs and expenses incurred by SJO in connection with such delay.

15. LIST OF PASSENGERS AND DESCRIPTION OF PROPERTY

15.1

Prior to the commencement of the charter flight, the charterer will furnish SJO with a list or lists of the names of all passengers and with a declaration setting forth description and/or value of baggage and cargo to be transported on the charter flight.

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The said list(s) and declaration shall be signed by or on behalf of the charterer.

CHAPTER 2. CHARTER PRICE AND OTHER CHARGES

16. CHARTER PRICE

16.1

The following charges applicable to charter flight (hereinafter referred to as “charter price”) shall be payable by the charterer.

- (1) Flight charges computed on the basis of the charter hours from the time of commencement of the take-off run to the time of conclusion of the landing run of the chartered aircraft, or flight charges fixed for each portion;
- (2) Ferry charges computed on the basis of the ferry hours (flight hours from the time of commencement of the take-off run to the time of conclusion of the landing run), or ferry charges fixed for each portion, if any ferry is necessary to place the chartered aircraft at the point required by the charterer and to return it to the point required by SJO;
- (3) Retaining or layover charges in case that chartered aircraft is delayed or held at the request of the charterer at any point after the reasonable period ordinarily required;
- (4) Valuation charges on baggage and/or cargo, if any, assessable in relation to declared value; and
- (5) Landing charges (including charges imposed by an airport authority), parking charges, hanger charges, ground service charges and/or dispatch service charges assessed in connection with each landing or handling requested by charterer or passenger, shipper or other person on behalf of the charterer, made at an airport not regularly served by SJO.

16.2

The costs of the chartered aircraft with crew, fuel, oil, maintenance and appropriate meal in flight, shall be on the account of SJO.

17. ACCESSORIAL SERVICES AND CHARGES

17.1

The following are not included in the charter price and shall be paid in addition to such charter price, by charterer, passenger, shipper, consignee or owner, as the case may be, in accordance with the provisions of these Conditions of Carriage.

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- (1) Ground transportation services (including ground transfer services);
- (2) Cost for visas, customs inspection fees, custom duties and any other taxes, charges, penalties and fees imposed in accordance with applicable laws;
- (3) Cost of personnel or special equipment or facilities to be hired or procured;
- (4) Hotel accommodation expenses;
- (5) Insurance charges;
- (6) Pick-up, delivery and city terminal services;
- (7) Storage and warehouse services and facilities;
- (8) Advanced charges and disbursement charges;
- (9) Expenses in repairing faulty packing;
- (10) Charges for carriage of cargo forwarded, transshipped or reforwarded by any other transportation service, or returned to point of origin
- (11) Valuation charges on the baggage and/or cargo assessable in relation to value declared by passenger and/or shipper for carriage by charter flight after the execution of charter agreement; or
- (12) Any other similar services, charges or expenses.

18. APPLICABLE CHARTER PRICE AND OTHER CHARGES

18.1 General

Except as otherwise agreed by SJO, SJO will not perform carriage by charter flight until the charterer, passenger and/or shipper has paid the applicable charter price and other charges and expenses for such carriage, insofar as they have been ascertained before the commencement of charter flight.

18.2 Applicable charter Price and Charges

Applicable charter price and other charges and expenses for carriage by charter flight are duly established by SJO and shall be those in effect on the date and hour of commencement of carriage by charter flight. When the charter price and other charges and expenses collected for such carriage are not the applicable charter price, charges and expenses, the difference will be refunded to or collected from the charterer, passengers, shipper, consignee and/or owner, as the case may be, in accordance with the provisions

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of these Conditions of Carriage.

18.3 Payment

- (1) Subject to applicable laws and acceptability to SJO, payment of charter price and other charges and expenses may be made in a currency other than the currency in which the charter price and other charges and expenses are established. If a payment is made in a currency other than the currency in which the charter price and other charges and expenses are established, such payment shall be made at the rate of exchange established in accordance with SJO's Regulations.
- (2) The charterer shall pay to SJO the charter price and other charges and expenses, prior to the commencement of carriage by charter flight, in the manner specified by SJO; provided, however, that, with respect to any charter price and other charges and expenses which cannot be determined before the commencement of carriage by charter flight, any necessary adjustment will be made at the completion or in the course of carriage by charter flight and any additional amount due to SJO will be paid by the charterer, passengers, shipper, consignee or owner, as the case may be, in accordance with the provisions of these Conditions of Carriage, promptly upon receipt of a statement therefor from SJO. If required by SJO, the charterer, passenger or shipper must deposit with SJO a sum estimated by SJO to be sufficient to cover any charter price and other charges and expenses which cannot be determined before the commencement of carriage by charter flight. Any balance due from SJO to the charterer, passenger or shipper, or vice versa in connection with such deposit shall be paid after completion of carriage by charter flight and determination of the exact amount of such charter price and other charges and expenses.

19. CANCELLATION CHARGES

19.1

The charterer may, by giving written notice effective upon its receipt by SJO, cancel charter agreement. In such event the charterer shall pay to SJO as cancellation charges:

- (1) 10% of the charter price as provided in the charter agreement if more than 60 days before the time scheduled for the commencement of the charter flight;
- (2) 25% of the charter price as provided in the charter agreement if within 60 days but more than 14 days (30 days for passenger charter flight) before the time scheduled for

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the charter flight departure;

- (3) 50% of the charter price as provided in the charter agreement if within 14 days (within 30 days for passenger charter flight) of the time scheduled for the charter flight departure;
- (4) 100% of the charter price as provided in the charter agreement if the notice to cancel is received on or after the scheduled time of departure.

In the event of such cancellation by charterer the difference between the cancellation charges, and charter price and other charges and expenses collected will be refunded to or collected from the charterer, as may be appropriate.

20. INDEMNITY

20.1

In the event of such cancellation by charterer as provided in Article 19 above after the issuance of passenger tickets, baggage checks or air waybill, the contract of carriage with passenger or shipper pursuant to such charter agreement shall be automatically cancelled and the charterer shall indemnify and hold SJO harmless from claims by passengers, shipper, consignee and other persons having any interest in the charter flight pursuant to such charter agreement, arising out of or in connection with such cancellation.

21. CHARTER PRICE AND OTHER CHARGES IN CASE OF CANCELLATION AND TERMINATION

21.1 Refund Amount

Unless otherwise specifically provided in these Conditions of Carriage, SJO will refund the charter price and other charges and expenses collected, in the event of cancellation of charter agreement before the commencement of charter flight. In the event of termination of charter flight after the commencement of charter flight, unless otherwise provided in these Conditions of Carriage, the charter price and other charges and expenses for the transportation performed will be the sum of flight and ferry charges for the transportation performed, calculated in the manner provided by SJO plus other charges and expenses (including layover, landing, parking, hangar, ground service and dispatch service and other accessorial service charges) actually paid or incurred by SJO for the transportation performed and the charter price and other charges and expenses shall be adjusted by such sum; provided, however, valuation charges shall not be refunded after the charter flight has

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commenced.

21.2 Currency

All refunds will be subject to applicable laws of the country in which charter price and other charges and expenses were paid and of the country in which the refund is being made. Subject to the foregoing provisions, refunds will be made, at the option of SJO, in the currency in which the charter price and other charges and expenses were paid, or in lawful currency of Japan or of the country where the refund is made or in the currency of the country in which the charter price and other charges and expenses were paid, in an amount equivalent to the amount due in the currency in which the charter price and other charges and expenses were collected.

21.3 Refund Handling

SJO will make refund through its general accounting office or regional sales or accounting offices and will require prior written applications for refunds to be prepared by the charterer, passenger, shipper, consignee or owner on form approved by SJO.

21.4 Person to Whom Refund is Made

Refunds of charter price and other charges and expenses shall be made to the person who paid them to SJO.

CHAPTER 3. PASSENGERS AND BAGGAGE

22. TICKETS

22.1 General

- (1) SJO will not issue a ticket unless the applicable charter price and other charges and expenses are paid in accordance with the provisions of these Conditions of Carriage.
- (2) A passenger must present a valid ticket duly issued in accordance with SJO's Regulations and containing the flight coupon for the flight which he/she is actually to board and all other unused flight coupons and a passenger coupon or passenger receipt (or, in the case of an electronic ticket, the itinerary/receipt and the passenger's identification) when he/she takes carriage by charter flight. A passenger shall neither be entitled to be carried if the ticket presented by the passenger falls within the scope

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of Article 23.1.(6).

- (3) In the case of loss or mutilation of a ticket or any portion thereof, or non-presentation of a ticket containing a passenger coupon or passenger receipt and all unused flight coupons, SJO will not perform carriage for the travel covered by such ticket or such portion. SJO may, upon the passenger's request, issue a new ticket to replace such ticket or such portion if SJO receives from the passenger a proof satisfactory to SJO to prove that a valid ticket for the relevant flight was duly issued and if, given the circumstances, SJO deems it appropriate; provided that the passenger agrees, in such form as may be prescribed by SJO, to indemnify SJO from any loss and damage incurred by SJO in connection with issue of such replacement ticket.
- (4) A ticket shall not be transferable nor refundable. SJO shall not be liable to any person entitled to be carried for honouring 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, SJO shall not be liable for death of or injury to such unauthorised person or for loss, destruction or delay in arrival of, or damage to, such unauthorised person's baggage or other personal property arising from or in connection with such unauthorised use.

22.2 Issuance of Tickets

SJO's form of ticket currently in effect for the carriage by charter flight shall be issued by SJO for each passenger, which act constitutes the conclusion of contract with passengers for carriage by charter flight for a passenger and baggage, pursuant to the charter agreement. No amount of fare shall be entered in the ticket; instead, the identification of the charter flight will be shown. No passenger will be carried on the chartered aircraft unless a ticket has been presented to SJO by him prior to commencement of the charter flight.

22.3 Validity for Carriage

When validated, a ticket shall be good only for carriage by charter flight from the airport at the place of departure to the airport at the destination via the route described in the ticket. Each flight coupon shall be good only for the charter flight designated in such flight coupon.

23. REFUSAL AND LIMITATION OF CARRIAGE

23.1 Right to Refuse Carriage, Etc.

SJO may refuse carriage of, or remove, any passenger, and in such case his/her baggage will

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be handled in the same way, if SJO 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 SJO to comply with applicable laws of any state or country to be flown from, into or over or other states or countries concerned;
 - (3)
 - (a) the passenger falls under Article 36.1.(2),
 - (b) the passenger may unlawfully seek to enter a country through which he/she is in transit by means of destroying his/her documentation required for exit, entry or other purposes or other ways, or
 - (c) the passenger refuses to accept SJO's request by reason of protecting an unlawful entry to a country that he/she surrenders his/her documentation required for exit, entry or other purposes to be held by a crew member in exchange of SJO's receipt thereof;
 - (4) the passenger falls under Article 27.4 or 5.
 - (5) the passenger or his/her conduct, age or mental or physical condition;
 - (a) requires special assistance of SJO,
 - (b) having 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 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 SJO's permission;
 - (g) smokes in aircraft cabin (an act of smoking includes use of cigar cigarette, electronic cigarette, electronic vaporizer style cigarettes, or any use of smoking device in aircraft cabin.);
 - (6) the ticket presented by the passenger is:
 - (a) acquired unlawfully or purchased from an entity other than the issuing carrier or its authorized agent,
 - (b) reported to have been lost or stolen,
 - (c) a counterfeit ticket, or
 - (d) mutilated, or altered wilfully by a person other than a carrier or its authorized agent, with respect to any flight coupon thereof,in any of which cases SJO reserves the right to retain the ticket; or
 - (7) the person presenting a ticket cannot prove that he/she is the person named in the "Passenger Name" box of the ticket, in which case SJO reserves the right to retain such
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Ticket.

In the case of Article 23.1.(5). (d) or (e) of this paragraph, SJO may take such other measures as SJO 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.

24. CONDITIONAL ACCEPTANCE FOR CARRIAGE

24.1

If a passenger whose status, age or mental or physical condition may cause any hazard or risk to himself/herself is carried, SJO 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.

25. LIMITATION ON CARRIAGE

25.1

SJO may request the Passenger to be accompanied if it is required for the Passenger's safety, or if the Passenger cannot evacuate from aircraft on his/her own, or if the Passenger is unable to understand the safety instructions. Acceptance of Carriage of incapacitated persons, pregnant women or persons with illness shall be subject to SJO's Regulation and may require a prior arrangement with SJO.

25.2

Children or Infant less than 12 years old shall travel with an adult companion Passenger who shall be at least 18 years old and without any physical or mental disability.

25.3

If the total weight of the passengers boarding, and/or baggage loaded in, a chartered aircraft may exceed the maximum allowance weight with respect to the aircraft, SJO may, in accordance with SJO's Regulations, decide which passengers and/or baggage will be carried.

26. RESTRICTION OF ACCEPTANCE AS BAGGAGE

26.1

CONDITIONS OF CARRIAGE BY CHARTER FLIGHT
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Passenger must not include in his/her Baggage, whether as Checked Baggage or Unchecked Baggage.

- (1) items which do not constitute baggage as defined in Article 1;
- (2) items which may endanger an aircraft or any person or property, such as items which are specified in the Dangerous Goods Regulations of the International Civil Aviation Organization (ICAO) and the International Air Transport Association (IATA) and in SJO's Regulations. Specifically, items such as explosives, compressed gases, corrosive substances, oxidizers, radioactive and magnetized materials, flammable substances, toxic materials, and irritants are included;
- (3) items carriage of which is prohibited by applicable laws of any state or country to be flown from, into or over;
- (4) items which SJO deems unsuitable for carriage by reason of their weight, size, shape or character such as being fragile or perishable;
- (5) live animals, except those provided for in Article 32; or
- (6) firearms, swords and other similar items, except as otherwise provided in SJO's Regulations.

26.2

SJO may refuse carriage of, and take any necessary steps with respect to, items of which carriage as baggage is prohibited by Article 26.1 and may refuse onward carriage of any such item upon discovery thereof.

26.3

SJO will refuse to accept fragile or perishable items, money, jewellery, precious metals, negotiable papers, securities or other valuables, business documents, passports or other identification documents necessary for travel or samples as checked baggage.

26.4

SJO 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.

26.5

If any item referred to in Article 26.1 is carried, whether carriage of such item as baggage is prohibited or not, 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.

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27. SECURITY INSPECTION

27.1

A Passenger shall submit to any security check required by government or airport officials or by SJO, unless it is specifically deemed unnecessary by government or airport officials or by SJO.

27.2

SJO 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, SJO 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 Article 26.1.

27.3

SJO 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.

27.4

When a Passenger does not agree with SJO's inspection as specified in Article 27.2, SJO will refuse to carry such a Passenger's Baggage.

27.5

When a Passenger does not agree with SJO's search as specified in Article 27.3, SJO will refuse to carry such a Passenger.

27.6

When such prohibited items as specified in Article 26.1 have been found as a result of such inspection or search as specified in Article 27.2 or 27.3, SJO may refuse to carry such Baggage or may dispose of such Baggage. SJO is not responsible for any injury caused to Passenger during or as a result of such security checks or for any loss or damage to any of Passenger's personal property as a result of such security checks, unless it is caused by SJO's fault.

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28. CHECKED BAGGAGE

28.1

Nothing contained in these Conditions of Carriage shall entitle a passenger to have his/her baggage checked on a flight for which SJO does not accept checking of baggage.

28.2

Upon acceptance for carriage, a baggage identification tag for each piece of checked baggage shall be issued by SJO to passenger.

29. UNCHECKED BAGGAGE

29.1

- (1) Except articles specifically permitted by SJO to be carried into the cabin, Baggage that a Passenger may carry into the cabin shall not exceed 7 kilograms. Should SJO accept such a transportation due to unavoidable reasons, applicable fares in accordance with SJO's Regulations will be charged.
- (2) Except articles specifically permitted by SJO to be carried into the cabin, Baggage that a Passenger may carry into the cabin shall be, besides one piece of a Passenger's personal belongings that the Passenger carries and retains as permitted by SJO's Regulations, one piece of article provided in SJO'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 centimetres and each dimension shall be 56 centimetres x 36 centimetres x 23 centimetres at the maximum.
- (3) A Passenger shall not carry into the cabin any Baggage that SJO deems cannot be stowed in safety in the cabin.

29.2

SJO will permit a Passenger to carry into the cabin articles not suitable for Carriage in a cargo compartment (such as fragile musical instruments) only if a prior due notice of such article is given to, and a prior permission to such Carriage is granted by, SJO. Carriage of such Baggage shall be subject to a charge provided in SJO's Regulations.

30. DECLARATION OF BAGGAGE THE VALUE OF WHICH EXCEEDS THE LIMIT OF LIABILITY

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AND EXCESS VALUE CHARGES

30.1

A Passenger or charterer on behalf of the Passenger may declare a value of baggage in excess of the liability limitation as stipulated in Article 74.1.(4). In the event that such declaration is made, carriage of the baggage to be performed by SJO shall be subject to a charge at the rate of U.S.\$0.50 for each U.S.\$100 or any fraction thereof as excess value charges with respect to such excess value; provided that the value of baggage to be declared by one Passenger shall not exceed U.S.\$2,500.

30.2

Unless otherwise provided in SJO's Regulations, a passenger or the charterer on behalf of the Passenger may pay excess value charges at the place of departure for a travel to the destination.

31. COLLECTION AND DELIVERY OF BAGGAGE

31.1

A Passenger shall claim and receive his/her Baggage as soon as reasonably possible after it becomes receivable at the Destination or Stopover point. Should the Passenger not collect it within a reasonable time, SJO may charge him/her a storage fee when SJO keeps such baggage at the facility of SJO. Should his/her Checked Baggage not be claimed within Seven (7) days of the time it is made available, SJO may dispose of it without further notice or any liability to him/her. In this case, a Passenger who owns such Baggage shall bear any damages and expenses incurred in connection therewith.

31.2

The bearer of the baggage check and the baggage identification tag(s) issued to a passenger when his/her baggage is checked shall be exclusively entitled to accept delivery of the baggage; provided that a passenger who fails to present a baggage identification tag(s) may accept delivery of the baggage if he/she presents to SJO the baggage check and if the baggage is identified by other means. SJO shall not be obligated to ascertain that the bearer of a baggage check and a baggage identification tag(s) is truly entitled to accept delivery of the baggage. SJO shall not be liable for any damage arising out of or in connection with its failure to so ascertain.

31.3

If a person claiming baggage is unable to receive baggage pursuant to the preceding Article 31.2, SJO will deliver the baggage to such person only if he/she establishes to SJO's satisfaction that he/she is duly entitled to receive the baggage and if such person shall, upon SJO's request,

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provide SJO with adequate security to indemnify SJO from any loss and damage incurred by SJO in connection with such delivery.

31.4

SJO may, unless precluded by applicable laws and if time and other circumstances permit, deliver checked baggage to the bearer of a baggage check and a baggage identification tag(s) at the place of departure or unscheduled stopping place if he/she requests such delivery. In delivering baggage at the place of departure or unscheduled stopping place, SJO will not refund any charges paid for such baggage.

31.5

Acceptance of delivery of baggage by the bearer of a baggage check and a baggage identification tag(s) without his/her written complaint at the time of the delivery shall constitute prima facie evidence that the baggage has been delivered in good condition and in accordance with contract with passenger for carriage pursuant to the charter agreement.

32. ANIMALS

32.1

Subject to SJO's Regulations and with SJO's prior consent, SJO will accept carriage of animals such as dogs, cats, household birds and other pets if a passenger puts those animals into a proper container and obtains valid health and vaccination certificates, entry permits and any other documents each required by any state or country to be flown into or over.

32.2

In the event that SJO accepts Carriage of an animal as Baggage of a Passenger, the animal shall, together with its container and food to be carried, not be included in the free Baggage allowance of the Passenger but shall constitute excess Baggage for which the Passenger shall pay a charge provided in SJO's Regulations.

32.3

Notwithstanding the Article 32.2, an assistance or service dog accompanying a Passenger with a disability to assist such Passenger together with a container and food will, subject to SJO's Regulations, be carried free of charge in addition to the normal free Baggage allowance.

32.4

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SJO will accept carriage of an animal subject to the condition that a passenger shall observe SJO's Regulations and shall be fully responsible for such animal. SJO shall not be liable for injury to, sickness or death of, such animal if and to the extent that such event resulted from the inherent nature of such animal.

33. GROUND TRANSFER SERVICES

33.1

Except as otherwise agreed by SJO before the commencement of carriage by charter flight, SJO will not arrange for, operate or provide ground transportation service for passengers and their baggage within airport areas, between airports or between an airport and downtown areas. Except ground transportation service is directly operated by SJO, any such service will be provided by an independent operator who is not and shall not be deemed an agent or servant of SJO. Even in case a representative, officer, employee or agent of SJO assists a passenger and/or charterer in making arrangements for such ground transportation service, SJO shall not be liable for the acts or omissions of such independent operator. In the event that SJO operates for a passenger and his/her baggage such ground transportation service, SJO's Regulations including, but not limited to, those stated or referred to in those regulations concerning tickets, baggage checks, value of baggage or otherwise shall be deemed applicable to such ground transportation service. No portion of charges shall be refundable even in case such ground transportation service is not used.

34. HOTEL ACCOMMODATION, ARRANGEMENTS MADE BY SJO AND INFLIGHT MEALS

34.1 Hotel Accommodation

Upon a charterer's request, SJO may arrange for a hotel reservation on his/her behalf but will not assure the reservation. Any and all expenses incurred by SJO or its agent in arranging or attempting to arrange for such reservation shall be borne by the charterer.

34.2 Arrangements Made by SJO

In making arrangements for hotel or other services incidental to carriage for a passenger, SJO shall not be liable for any loss, damage or costs or expenses incurred by the passenger or charterer as a result of or in connection with such hotel or other services and/or arrangement therefor. The charterer shall indemnify and hold SJO harmless from claims by passengers arising out of or in connection with such use or denial.

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34.3 Inflight Meals

Unless otherwise specified by SJO, inflight meals will, if served, be provided for a fee.

35. COMPLIANCE WITH APPLICABLE LAWS

35.1

A passenger shall comply with and observe, and a charterer shall ensure compliance by the passenger with all Applicable Laws of countries concerned such as countries to be flown from, into or over, SJO's Regulations and instructions to be given by SJO. SJO shall be liable neither for any aid, assistance, guidance or otherwise given by a representative, officer, employee or agent of SJO to the passenger or the charterer, whether given orally, in writing or otherwise, in connection with his/her obtaining exit, entry and other necessary documents or complying with or observing such applicable laws nor for the passenger's or the charterer's failure to obtain such documents or to comply with or observe such applicable laws as a result of such aid, assistance, guidance or otherwise.

36. PASSPORTS AND VISAS

36.1

- (1) A passenger shall present to SJO all exit, entry or other necessary documents required by applicable laws of country concerned such as countries to be flown from, into or over, and shall permit SJO, if SJO at its reasonable discretion deems it necessary, to make and retain copies thereof; provided that, even if a passenger presents exit, entry or other necessary documents to SJO and SJO carry the passenger, SJO shall not be deemed to guarantee that such documents comply with applicable laws.
- (2) SJO reserves the right to refuse carriage of any passenger who does not comply in any respect with any of such applicable laws or whose exit, entry or other necessary documents are not complete in any respect.

36.2

SJO shall not be responsible for any loss or damage incurred by a passenger, and the passenger shall indemnify SJO for any loss or damage incurred by SJO, in connection with the passenger's failure to comply with this Article.

36.3

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A passenger and a charterer shall jointly and severally pay the applicable fares, charges and expenses whenever SJO is required by any applicable laws to return the passenger to his/her place of departure or elsewhere because the passenger is not permitted to enter a country of transit or destination. SJO may apply to the payment of such fares, charges and expenses any fares and/or charges paid by the passenger or the charterer to SJO for unused portion of the ticket by charter flight or any funds of the passenger or the charterer in the possession of SJO. SJO will not refund the charter price and other charges and expenses collected for carriage by charter flight to the point of such refusal of entry or deportation.

37. CUSTOMS INSPECTION

37.1

Whenever required, a passenger's baggage shall, whether checked or unchecked, be subject to any inspection to be conducted by customs or other government officials. SJO shall not be responsible in any respect to a passenger for his/her failure to comply with this paragraph. A passenger shall indemnify SJO for any loss or damage incurred by SJO in connection with the passenger's failure to comply with this paragraph.

38. GOVERNMENT REGULATIONS

38.1

SJO shall not be responsible to a passenger in any respect for its refusal of carriage of the passenger if SJO at its reasonable discretion determines, or any applicable laws require, such refusal.

CHAPTER 4. CARGO

39. PREPARATION BY SHIPPER

39.1

The shipper shall make out, or have made out on his behalf, an air waybill in the form, manner and number of copies prescribed by SJO, and shall deliver such air waybill to SJO simultaneously with the acceptance of the shipment by SJO for carriage by charter flight. The issuance by SJO of the air waybill shall constitute the conclusion of contract with shipper for carriage of cargo by charter flight pursuant to the charter agreement. No amount of rates or charges shall be entered in the air waybill; instead, the identification of the charter flight will be shown.

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39.2

SJO may require the shipper to make out, or have made out on his behalf, separate air waybill when all of the shipment cannot, without breach of applicable laws or SJO's Regulations, be carried on one air waybill.

40. APPARENT ORDER AND CONDITION OF CARGO

40.1

If the apparent order and conditions of the cargo and/or packing is not good the shipper shall insert in the air waybill what the apparent order and conditions are. However, if the shipper fails to do so, or if such statement is inaccurate, SJO may insert in the air waybill a statement of the apparent order and conditions or note a correction thereon.

41. PREPARATION, COMPLETION OR CORRECTION BY SJO

41.1

SJO may at the request of the shipper, expressed or implied, make out the air waybill, in which event, subject to proof to the contrary, SJO shall be deemed to have done so on behalf of the shipper. If the air waybill handed over with the cargo does not contain all the required particulars, or if it contains any error, SJO completes or corrects it to the best of SJO's ability without being under any obligation to do so.

42. RESPONSIBILITY FOR PARTICULARS AND STATEMENTS

42.1

The shipper is responsible to SJO and all other persons for the correctness and completeness of the particulars and statements which he inserts in the air waybill, or which SJO inserts on his behalf. The shipper shall be liable for all damages suffered by SJO or any other persons by reason of the irregularity, in correctness or incompleteness of said particulars or statements, whether the air waybill was made out by or on behalf of the shipper or by SJO (or completed by SJO) on behalf of the shipper pursuant to Article 41 above.

43. ALTERATION

43.1

SJO will not accept an air waybill, if any part of it is mutilated or if it has been altered or erased by other than SJO.

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44. PAYMENT OF FULL CHARGES

44.1

Full applicable charter price as provided in Article 16 and other charges and expenses as provided in Article 17 made or incurred or to be incurred by SJO and any other sums payable to SJO, will be deemed fully earned, whether or not the cargo is lost or damaged, or fails to arrive at the destination specified on the air waybill or charter agreement. No claim for loss or damage to a shipment will be entertained until all charter price and other charges and expenses thereon have been paid, except that when no part of the consignment is delivered, a claim with respect to such consignment will be entertained even though transportation charges thereon are unpaid. The amount of claims may not be deducted from such charter price and other charges and expenses.

45. GUARANTEE OF UNPAID CHARGES

45.1

The shipper guarantees payment of all costs, expenditures, fines, penalties, loss of time, damages and other sums which SJO may incur or suffer by reason of:

- (1) inclusion in the shipment of articles, the carriage of which is prohibited by Applicable Laws;
- (2) illegal, incorrect or insufficient marking, numbering, addressing or packing of packages or description of the cargo;
- (3) absence, delay or incorrectness of any export or import license or any required certificate or document;
- (4) improper customs valuation; or
- (5) incorrect statement of weight or volume.

By taking delivery or exercising any other right arising from the contract with shipper for carriage of cargo pursuant to the charter agreement, the consignee agrees to pay all such charges, and sums except prepaid charges; but this shall not discharge the shipper's guarantee to pay the same. SJO shall have a lien on the shipment for each of the foregoing, and in the event of non-payment thereof, shall have the right to dispose of the shipment at public or private sale (provided that prior to such sale, SJO shall have mailed notice thereof to the shipper or to the consignee at the address stated in the air waybill), and to pay itself out of the proceeds of such sale any and all such amounts. No such sale shall, however, discharge any liability to pay any deficiencies, for which the shipper and the consignee shall remain jointly and severally liable. No such lien or right of sale, and no right of SJO to collect any of the foregoing shall be in any way

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affected, lost or prejudiced by reason of the acknowledgement of payment, if not actually paid, or, so far as concerns the right of SJO to collect any of the foregoing, by reason of the delivery of the cargo or the surrender of the possession thereof.

46. BASIS OF CHARGES

46.1

The shipper or charterer on behalf of shipper must make a declaration of value for carriage on the air waybill of all shipment. Such declaration of value may be in any amount, provided that "NVD" (No Value Declared) may constitute such declaration.

46.2

- (1) The valuation charge will be assessed in accordance with SJO's Regulations for a shipment having a declared value for carriage in excess of a value as specified thereon.
- (2) The value of the shipment per kilogram or per pound for applying valuation charges will be determined by dividing the shipper's declared value for carriage by the actual gross weight of the shipment.

46.3

If the declared value of cargo exceeds the declared value on which valuation charges for carriage have been previously computed. SJO shall be entitled to require payment of the valuation charges on such excess.

47. CHARGES FOR DISBURSEMENT

47.1

When requested by the shipper, SJO will collect from the consignee an amount shown on the air waybill as disbursement such as charge for transportation, cartage, storage, loading or unloading not performed by SJO and government duty and customs fees. A service charge as provided in SJO's Regulations will be assessed for collecting and remitting to the shipper the amount of the disbursement. Any amendment of disbursement amounts shall be made by the shipper in writing prior to delivery of the shipment to the consignee or his agent.

48. VALUATION LIMITS

48.1

**CONDITIONS OF CARRIAGE BY CHARTER FLIGHT
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No shipment having a declare value for carriage in excess of U.S. \$100,000 (or its equivalent) will be accepted for carriage by charter flight unless advance arrangement therefor has been made.

48.2

The limit of value of one shipment or group of shipments to be carried in any one charter aircraft, shall be U.S. \$2,000,000 (or its equivalent). If the declared value of a single shipment exceeds such limit, such single shipment may not be carried in the same chartered aircraft. SJO reserves the right to refuse to transport in any one chartered aircraft, shipments having declared values in the aggregate which violate or lead to the violation of the rule of this Article.

49. PACKING AND MARKING OF SHIPMENT

49.1

Shipper is responsible for ensuring that the cargo is packed in an appropriate way for air carriage so as to ensure that it can be carried safely with ordinary care in handling and so as not to injure or damage any persons, goods or property. Each package shall be legibly and durably marked with the name and full street address of the shipper and consignee.

49.2

Packages containing valuables as defined in SJO's Regulations must be sealed in a method approved by SJO.

50. CARGO ACCEPTABLE

50.1

SJO undertakes to transport, subject to the availability of suitable equipment of the kind and type capable of handling the shipment, general merchandise, goods, wares and products of all kinds, unless otherwise excluded by SJO's Regulations, and provided that:

- (1) the transportation, or the exportation or importation thereof is not prohibited by applicable laws of any country to be flown from, to, through or over;
- (2) they are packed in a manner suitable for carriage by aircraft;
- (3) they are accompanied by the requisite shipping documents;
- (4) they are not likely to endanger aircraft, persons or property, or cause annoyance to passengers.

51. CARGO ACCEPTABLE ONLY UNDER PRESCRIBED CONDITIONS

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51.1

The following goods as defined by SJO will only be accepted for carriage by chartered aircraft subject to the conditions provided in applicable tariffs:

- (1) Firearms;
- (2) Human remains;
- (3) Live animals, including, but not limited to, livestock, birds, reptiles, fish, shellfish, insects and pets;
- (4) Perishables; or
- (5) Dangerous goods including explosives, compressed gases, flammable liquids, flammable solids, oxidizing substances, poisonous substances, radioactive materials, corrosives and other articles or substances which are capable of posing a significant risk to health, safety or property.

51.2

Packages or pieces of unusual weight, shape or size will not be accepted for carriage by chartered aircraft unless advance arrangements therefor have been made. Shipments requiring special devices for safe handling will be accepted for carriage by chartered aircraft only when such special devices are provided and operated by and at the expense of the charterer, shipper or consignee.

51.3

Shipment with a floor-bearing weight per unit square in excess of the floor load limitation specified by SJO must be furnished with a suitable skid or base, for use in available chartered aircraft, which will reduce the floor-bearing weight to such floor load limitation or less. The weight of such skid or base will be included in the weight of the shipment.

52. RESPONSIBILITY FOR NON-OBSERVANCE OF CONDITIONS RELATED TO SPECIAL GOODS

52.1

Responsibility for non-observance of the conditions relating to cargo which is not acceptable for carriage by chartered aircraft or is acceptable only under certain conditions, rests upon the charterer and the shipper and the owner of the cargo, who jointly and severally shall indemnify SJO for any loss, damage, delay, liability or penalties because of carriage of any such cargo by chartered aircraft.

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53. INSPECTION OF SHIPMENT

53.1

SJO reserves the right to examine the packaging and contents of all shipments and to enquire into the correctness or sufficiency of information of documents tendered in respect of any shipment, but SJO shall be under no obligation to do so.

54. UNIT LOAD DEVICES

54.1

When shipper undertakes to load a Unit Load Devices (ULD) he must comply with SJO's loading instructions and shall be liable for and indemnify SJO against all consequences of any non-compliance with such instructions.

55. COMPLIANCE WITH APPLICABLE LAWS

55.1

The shipper shall comply with, and the charterer shall ensure compliance by shipper, applicable laws of any country to or from ,which the cargo is to be carried, including those relating to the packing, carriage or delivery of the cargo, and shall furnish such information and attach such documents to the air waybill as may be necessary to comply with such laws and regulations. Furthermore, when the shipper is notified in advance by SJO in respect to any country through or over which the cargo is planned to be carried, or any country through or over which the cargo may be carried due to rerouting, the shipper shall comply with all applicable laws or ordinances, and other government regulations of these countries and shall furnish such information and attach such documents to the air waybill as may be necessary to comply with such laws and regulations. The shipper shall be liable for and indemnify SJO from any damage occasioned by the failure of the shipper to comply with this provision. SJO will not be obligated to inquire into the correctness or sufficiency of such information or documents. SJO will not be liable to shipper, consignee or any other person for loss or expense due to shipper's failure to comply with this provision.

55.2

SJO shall not be liable for refusing to carry any shipment if SJO reasonably determines in good faith that such refusal is required by applicable laws.

56. DISBURSEMENTS AND CUSTOMS FORMALITIES

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56.1

SJO will, but shall be under no obligation to, advance any duties, taxes or charges and to make any disbursements with respect to the cargo, and the charterer, the shipper, owner and consignee shall be jointly and severally liable for the reimbursement thereof. SJO shall not be under obligation to incur any expense or to make any advance in connection with the forwarding or reforwarding of the cargo except against prepayment by the charterer or the shipper. If it is necessary to make customs entry of the cargo at any place, the cargo shall be considered to be consigned at such place to the person named on the face of the air waybill as customs consignee or, if no such person be named, to SJO or to such customs consignee, if any, as SJO may designate. For any such purpose a copy of the air waybill, certified by SJO, shall be considered an original.

57. CERTAIN RIGHTS OF SJO OVER SHIPMENT IN TRANSIT

57.1

If in the opinion of SJO it is necessary to hold the shipment at any place during, before or after transit for any purpose, SJO may, upon giving notice to the shipper or consignee at the address stated in the air waybill, store the shipment for the account of, and at the risk and expense of the shipper, owner and consignee of the shipment or any one of them in any warehouse or other available place, or with the customs authorities; or SJO may deliver the shipment to another transportation service for onward carriage to the consignee. The shipper, owner or consignee of the shipment shall be jointly and severally liable for and indemnify SJO against any expense or risk so incurred.

58. DELAYS AND CANCELLATION OF FLIGHT

58.1

In the event the carriage of any shipment by charter flight is so cancelled, postponed, advanced or terminated pursuant to the provision of Article 9.2, SJO shall not be under any liability to shipper, consignee and any other persons with respect thereto. In the event carriage by charter flight, of the shipment or any part thereof is so terminated, SJO may place such shipment in storage at shipper's expense, or may, at the expense of shipper or consignee, forward the shipment for carriage by any other route or forward the shipment as agent for the shipper or the consignee, for onward carriage by any other transportation service on behalf of the shipper or the consignee. In the event the carriage by charter flight, of the shipment or any part thereof is so terminated, delivery thereof by SJO to any transfer agent for transfer or delivery or the placing of such shipment in storage shall be deemed

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complete delivery under the air waybill, and SJO shall be without any further liability with respect thereto, except to give notice of the disposition of the shipment to the shipper or the consignee, at the address stated in the air waybill.

59. PRIORITY OF CARRIAGE AS BETWEEN SHIPMENTS

59.1

Subject to applicable laws, SJO may determine, on a reasonable and not unjustly discriminatory basis, the priority of carriage as between shipments and decide which articles shall be carried and which articles shall not be carried or shall be removed at any time or place whatsoever and proceed with any charter flight without all or any part of the goods in one shipment.

60. EXERCISE OF RIGHT OF DISPOSITION

60.1

Every exercise of the right of disposition of the shipment must be made by the shipper and must be applicable to the whole shipment under a single air waybill. The right of disposition over the cargo may only be exercised if the shipper produces the part of the air waybill which was delivered to him. Instructions as to disposition must be given to SJO in writing in the form prescribed by SJO. In the event that the exercise of the right of disposition results in a change in consignee, such new consignee shall be the consignee as though same had appeared on the air waybill.

61. SHIPPER'S OPTION

61.1

Subject to shipper's liability to carry out all his obligations under these Conditions of Carriage and provided that this right of disposition is not exercised in such a way as to prejudice SJO or other shipper, the shipper may dispose of the cargo either:

- (1) by withdrawing it at the airport of departure or of destination;
- (2) by stopping it in the course of the journey on any landing;
- (3) by calling for it to be delivered at the place of destination or in the course of the journey to a person other than the consignee named in the air waybill; or
- (4) by requiring it to be returned to the airport of departure.

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62. PAYMENT OF EXPENSES

62.1

The shipper shall be liable for and shall indemnify SJO for all loss or damage suffered or incurred by SJO as a result of the exercise of his right of disposition. The shipper shall reimburse SJO for any expenses occasioned by the exercise of his right of disposition.

63. SJO's INABILITY TO COMPLY

63.1

Notwithstanding the provision of Article 60 above, SJO reserves the right to refuse such execution of shipper's right of disposition, if in the opinion of SJO it is not practicable to carry out such instruction of the shipper. In such event SJO shall so inform him promptly. The cost of so doing attaches to the cargo.

64. EXTENT OF SHIPPER'S RIGHT

64.1

The shipper's right of disposition shall cease at the moment when, after arrival of the cargo at the destination, the consignee takes possession or requests delivery of the cargo or air waybill or otherwise shows his acceptance of the cargo. Nevertheless, if the consignee declines to accept the air waybill or the cargo, or if he cannot be communicated with, such right of disposition shall continue to vest in the shipper.

65. DELIVERY TO CONSIGNEE

65.1

Except as otherwise specifically provided in the air waybill, delivery of the shipment will be made only to the consignee named on the face of the air waybill. Delivery to the consignee shall be considered to have been effected when the shipment has been delivered to customs or other government authorities as required by applicable laws, and when SJO has delivered to the consignee any authorization required to enable the consignee to obtain release of the shipment and has forwarded the notice of arrival referred to in Article 66 below.

65.2

**CONDITIONS OF CARRIAGE BY CHARTER FLIGHT
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Delivery of the shipment shall be made by SJO only upon written receipt of the consignee and upon compliance with all other applicable terms and conditions of the air waybill and of these Conditions of Carriage.

66. NOTICE OF ARRIVAL

66.1

Unless the shipment is to be reforwarded in accordance with Article 71, notice of arrival of the shipment will, in the absence of other instructions, be sent to the consignee, or any other person whom SJO has agreed to notify as evidenced in the air waybill, by ordinary methods; SJO is not liable for non-receipt or delay in receipt of such notice.

67. FAILURE OF CONSIGNEE TO TAKE DELIVERY

67.1

Subject to the provisions of Article 69 below, if the consignee refuses or fails to take delivery of the shipment after its arrival at the place of delivery, SJO will endeavour to comply with any instructions of the shipper set forth on the face of the air waybill. If such instructions are not so set forth or cannot reasonably be complied with, SJO shall notify the shipper of the consignee's failure to take delivery and request his instructions. If no such instructions are received within 30 days, SJO may sell the shipment in one or more lots at public or private sale or destroy or abandon such shipment.

67.2

The shipper and owner are liable for all charges and expenses resulting from or in connection with such failure to take delivery of the shipment, including, but not limited to, transportation charges incurred in returning the shipment if so required by the shipper's instruction. If the shipment is returned to the airport of departure and the shipper or owner refuses to make such payments or neglects to make such payments within 15 days after such return, SJO may dispose of the shipment or any part thereof at public or private sale after giving the shipper at the address stated on the air waybill 10 days' notice of its intention to do so.

67.3

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In the event of the sale of the shipment as provided for in Article 67.1 and 67.2 above, either at the place of destination or at the place to which the shipment has been returned, SJO is authorized to pay to itself and other transportation services out of the proceeds of such sale all charges, advances and expenses of SJO and other transportation services plus costs of sale, holding any surplus subject to the order of the shipper. The sale of any such shipment shall, however, not discharge the shipper and/or owner of any liability to pay any deficiencies due to SJO.

68. PLACE OF DELIVERY

68.1

The consignee must accept delivery of and collect the shipment at the airport of destination unless otherwise designated by SJO or provided in SJO's Regulations.

69. DISPOSAL OF PERISHABLES

69.1

When a shipment containing perishable articles is delayed in the possession of SJO, is unclaimed or refused at place of delivery, or for other reasons is threatened with deterioration, SJO will immediately take such steps necessary for the protection of itself and other parties in interest, including, but not limited to, the destruction or abandonment of all or any part of the shipment, the sending of communications for instructions at the risk and cost of the shipper, the storage of the shipment or any part thereof at the risk and cost of the shipper, or the disposition of the shipment or any part thereof at public or private sale without notice. The sale of any such shipment shall, however, not discharge the shipper of any liability to pay any charges and expenses due to SJO.

70. CARGO ATTENDANTS

70.1

Subject to advance arrangement, SJO will transport cargo attendants on all cargo chartered aircraft without additional charge, for the purpose of accompanying shipments when necessary for the protection of the shipment, other property, the chartered aircraft or its crew. Except as otherwise provided by SJO, the carriage of such cargo attendants is subject to the provisions for carriage of passengers by charter flight, as described in these Conditions of Carriage.

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71. FORWARDING AND REFORWARDING

71.1

The cargo (or packages said to contain the cargo) described on the face of the air waybill, is accepted for carriage by chartered aircraft from their receipt at SJO's cargo terminal or airport office at the place of departure to the airport at the place of destination. If so specifically agreed in the charter agreement or air waybill, the cargo (or packages said to contain the cargo) described on the face of the air waybill, is also accepted for forwarding to the airport of departure and for reforwarding beyond the airport of destination. If such forwarding or reforwarding is by carriage operated by SJO, such carriage shall be upon the same terms as to liability as set forth in Article 73 and Article 76. In any other event, in forwarding or reforwarding the cargo, SJO shall do so only as agent of the charterer, shipper, owner, or consignee, as the case may be, and shall not be liable for any damage arising out of such additional carriage, unless proved to have been caused by its own negligence or wilful fault. The charterer, shipper, owner and consignee will authorize SJO to do all things deemed advisable to effect such forwarding or reforwarding, including, but without limitation, selection of the means of forwarding or reforwarding and the routes thereof (unless these have been specified by the shipper in the air waybill or by the charterer in the charter agreement), execution and acceptance of documents of carriage (which may include provision exempting from or limiting liability) and consigning of cargo with no declaration of value notwithstanding any declaration of value in the air waybill or the charter agreement.

72. TERMINAL SERVICE CHARGES

72.1

Terminal service charges as described in SJO's Regulations will be assessed to the charterer or the shipper or consignee named in the air waybill, as applicable, and will apply whenever such services are performed by SJO.

CHAPTER 5. LIABILITY

73. APPLICABLE LAWS

73.1 Convention

Carriage performed by SJO shall be subject to the rules and limitations relating to liability established by the Convention as applicable to the carriage unless such carriage is

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international carriage to which the Convention does not apply.

73.2 Applicable Laws

To the extent not in conflict with the provisions of the preceding Article 73.1 any carriage by charter flight and other services incidental thereto to be performed or provided by SJO shall be subject to:

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

73.3 Agreed Stopping Place

For the purpose of application of the Convention, the agreed stopping places (which may be altered by the carrier in case of necessity) shall be those places as defined in Article 1.

74. LIMITATION OF LIABILITY ON PASSENGERS AND BAGGAGE

74.1

Except as otherwise provided by the Convention or applicable laws, SJO'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 by charter flight for passenger and baggage or other services incidental thereto performed or provided by SJO shall be as described hereinafter. If there has been contributory negligence on the part of the passenger, SJO's liability shall be subject to the applicable law relating to contributory negligence.

- (1) SJO shall not be liable for any damage in respect of Unchecked Baggage not attributable to negligence of SJO. Assistance rendered to a Passenger by a representative, officer, employee or agent of SJO in loading, unloading or trans shipping Unchecked Baggage shall be considered as gratuitous service to the Passenger.
- (2) SJO shall not be liable for any damage of a passenger and baggage directly or indirectly arising out of its compliance with any applicable laws, failure of a passenger to comply with the same or any cause beyond SJO's control.

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- (3) Where the Convention other than the Montreal Convention applies;
- (a) SJO agrees in accordance with Article 22.1 of the Convention that, as to all international carriage performed by SJO and as defined in the Convention:
 - (i) SJO shall not apply the applicable limit of liability based on Article 22.1 of the Convention in defence of any claim arising out of death of or, wounding or other bodily injury to, a passenger within the meaning of Article 17 of the Convention. Except as provided in (ii) below, SJO will not waive any defence to such claim which is available under Article 20.1 of the Convention or any other applicable laws.
 - (ii) SJO will not, with respect to any claim arising out of death of, or wounding or other bodily injury to, a passenger within the meaning of Article 17 of the Convention, avail itself of any defence under Article 20.1 of the Convention up to the sum of 151,880 SDR exclusive of the costs of the claim including attorney's fees which the court finds reasonable.
 - (b) Nothing herein shall be deemed to affect the right of SJO with regard to any claim brought by, on behalf of, or in respect of any person who has wilfully caused damage which resulted in death of, or wounding or other bodily injury to, a passenger.
- (4)
- (a) In the case of carriage subject to the Montreal Convention, SJO's liability for baggage shall be limited to 1,519 SDR for each passenger.
 - (b) Except as provided in the provisions of (a) above, SJO's liability shall be limited to 17 SDR (250 French Gold Francs) per kilogram in the case of checked baggage and 332 SDR (5,000 French Gold Francs) for each passenger in the case of Unchecked Baggage.
 - (c) The limitation referred to in (a) and (b) above does not apply if the passenger shall have declared a higher value in advance and paid additional charges pursuant to Article 30. In that event, SJO's liability shall be limited to such higher declared value. In no case shall SJO's liability exceed the actual amount of damage suffered by the passenger. All claims shall be subject to proof by the passenger of the amount of damage.
- (5) In case the Article 74.1.(4).(b) applies, in the event of delivery to a passenger of a part but not all of his/her checked baggage or in the event of damage with respect to a part but not all of such baggage, SJO's liability with respect to the undelivered or the damage portion shall be reduced proportionately on the basis of the weight of the
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Baggage, notwithstanding the value of any part of the baggage or the contents thereof.

- (6) SJO shall not be liable for any damage with respect to a passenger's baggage caused by the contents thereof. A passenger whose property causes damage to another passenger's baggage, or the property of SJO shall indemnify SJO for all loss and expenses incurred by SJO as a result thereof.
- (7) SJO shall not be liable for any damage to items which are included in a Passenger's Checked Baggage, if and to the extent that the damage resulted from the inherent defect, quality or vice of the item, irrespective of SJO's knowledge thereof.
- (8) SJO may refuse to accept any article which shall not constitute baggage under these Conditions of Carriage; provided that, if the article is delivered to and received by SJO, it shall be subject to the baggage valuation and limitation of liability set forth in these Conditions of Carriage and shall be subject to the rates and charges published by SJO.
- (9) SJO shall not be liable in any event for any consequential or special damage or punitive damages arising from carriage by charter flight for passengers and baggage complying with these Conditions of Carriage and SJO's Regulations, whether or not SJO had knowledge that such damage might arise.
- (10) Unless otherwise provided in these Conditions of Carriage, SJO reserves any and all right of defence available under the Convention. SJO also reserves a right to make a subrogation claim against a third party which shall have contributed to damage, with respect to a portion or all of any payment made by SJO in connection with the damage.

75. DECLARATION OF VALUE

75.1

The shipper acknowledges that he has been given an opportunity to make a special declaration of the value of the cargo at delivery and that the sum entered on the face of the air waybill as "shipper's declared value for carriage" or specified in their charter agreement as "declared value for carriage", if in excess of 26 SDR per kilogram, constitutes such declaration of value.

76. LIMITATION OF LIABILITY

76.1

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SJO's liability for cargo is as described in the following provisions, unless the Convention or applicable laws may otherwise provide and, under such Convention or applicable laws, any of those provisions shall be null and void for the reason that they relieve the carrier of liability or fix a lower limit than that which is laid down in such Convention or applicable law.

(Responsibility to Prove)

- (1) Except as provided in the provisions of Article 76.1.(2)and(3), SJO is liable to the shipper, consignee or any other person for damage sustained in the event of the destruction or loss of, damage to or delay in arrival of any cargo, arising out of or in connection with the carriage of the cargo by charter flight or other service performed by SJO, upon condition that the occurrence which caused the damage so sustained took place during the carriage by charter flight; provided, however, that SJO is not so liable if SJO proves that any of the following provision of (a), (b) and (c) is applicable or that such damage has not at all been caused by negligence or wilful fault of SJO.
- (a) SJO is not liable for any destruction or loss of, damage to or delay in arrival of cargo directly or indirectly arising out of SJO's compliance with any applicable laws, or failure of the shipper, consignee or any other person to comply with the same, or cause beyond SJO's control.
- (b) SJO is not liable if the destruction or loss of, or damage to cargo is proved to have resulted solely from the inherent defect, quality, nature or vice of that cargo (which also means that SJO is not liable under any circumstances for damage to or destruction of a shipment caused solely by, or as a result of property contained therein). SJO will accept carriage of any shipments, the contents of which are liable to deteriorate or perish due to change in climate, temperature or altitude or other ordinary exposure, or because of length of time in transit, without any responsibility on the part of SJO for loss or damage caused by such deterioration or perishability.
- (c) SJO will accept carriage of an animal subject to the condition that a shipper or consignee shall observe SJO's Regulations and shall be fully responsible for such animal. SJO shall not be liable for injury to, or loss, delay in arrival, sickness or death of, such animal caused by any reason whatsoever.
- (2) In the case of the carriage subject to "Warsaw Convention as amended at Montreal", SJO is liable to the shipper, consignee or any other person for damage sustained in the event of the destruction or loss of, or damage to, cargo, (which means that the damage

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in connection with delay in arrival of cargo is excluded,) arising out of or in connection with the carriage of the cargo by charter flight or other service performed by SJO incidental thereto, upon condition only that the occurrence which caused the damage so sustained took place during the carriage by charter flight; provided, however, that SJO is not so liable if SJO proves that the destruction or loss of, or damage to, the cargo resulted solely from one or more of the following:

- (a) inherent defect, quality or vice of that cargo;
 - (b) defective packing of that cargo performed by a person other than SJO or SJO's servants or agents;
 - (c) an act of war or an armed conflict;
 - (d) an act of public authority carried out in connection with the entry, exit or transit of the cargo.
- (3) In the case of the carriage subject to "Montreal Convention", SJO shall be liable to the shipper, consignee or any other person for damage sustained in the event of the destruction or loss of, or damage to, cargo, (which means that the damage in connection with delay in arrival of cargo is excluded,) arising out of or in connection with the carriage of the cargo by charter flight or other service performed by SJO incidental thereto, upon condition only that the occurrence which caused the damage so sustained took place during the carriage by charter flight; provided, however, that SJO is not so liable if and to the extent SJO proves that the destruction or loss of, or damage to, the cargo resulted from one or more of the above Article 76.1.(2).(a) to (d).

(Limitation of Liability in Value)

- (4)
- (a) SJO will calculate the charges for carriage of cargo by charter flight based upon the value declared by the shipper or the charterer on behalf of the shipper, and, any liability of SJO shall in no event exceed the shipper's or charterer's declared value for carriage stated on the face of the air waybill or the charter agreement, and, in the absence of such declaration by the shipper or the charterer, the liability limitation of SJO shall not exceed nor be less than the sum of 26 SDR per kilogram of the cargo destroyed, lost, damaged or delayed.

However, in the case of the carriage subject to "Warsaw Convention" or "Warsaw Convention as amended at The Hague", such limit of liability specified above shall

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not apply if it is proved that such damage resulted from an act or omission of SJO, SJO's servants or agents (who were proved to be acting within the scope of SJO's employment), done with intent to cause damage or recklessly and with knowledge that damage would probably result.

(b) All claims shall be subject to proof of actual value of damage.

(Other Limitation of Liability)

- (5) In the event of delivery to the consignee, or any other person entitled to delivery, of part but not all of the shipment, or in the event of destruction or loss of, damage to or delay in arrival of part but not all of the shipment, the weight to be taken into consideration in determining the amount to which the carrier's liability is limited shall be only the total weight of the package or packages concerned. Nevertheless, when the destruction, loss, damage or delay of a part of the cargo, or of an object contained therein, affects the value of other packages covered by the same air waybill, the total weight of such packages shall also be taken into consideration in determining the limit of liability.
- (6) The shipper and consignee, whose property shall cause damage to or destruction of another shipment or of the property of SJO, shall indemnify SJO for all losses and expenses incurred by SJO as a result thereof. Cargo which is likely to endanger chartered aircraft, persons or property may be abandoned or destroyed by SJO at any time without any notice and without any liability therefore attaching to SJO, only if such danger has resulted solely from the property contained in the consignee's cargo.
- (7) SJO shall not be liable in any event for any consequential or special damage or punitive damages arising from carriage of cargo by charter flight complying with these Conditions of Carriage and SJO's Regulations, whether or not SJO had knowledge that such damage might arise.
- (8) If the damage was caused or contributed to by the negligence or other wrongful act or omission of the person claiming compensation, or the person from whom he derives his rights, SJO shall be wholly or partly exonerated from liability to the claimant to the extent that such negligence or wrongful act or omission caused or contributed to the damage.

77. APPLICATION TO AGENT

77.1

**CONDITIONS OF CARRIAGE BY CHARTER FLIGHT
(INTERNATIONAL PASSENGERS, BAGGAGE AND CARGO)**

Except as the Convention or applicable laws may otherwise provide, any exclusion or limitation of liability of SJO under these Conditions of Carriage and SJO's Regulations shall also apply to any of SJO's representatives, officers, employees or agents performing their respective duties and to any person or entity whose aircraft is used by SJO for carriage and any of its representatives, officers, employees or agents performing their respective duties. The aggregate amount of the damages payable by SJO or its representatives, officers, employees or agents shall not exceed the amount of SJO's limitation of liability under these Conditions of Carriage.

78. TIME LIMITATION ON CLAIMS AND ACTIONS FOR PASSENGERS

78.1

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 SJO forthwith after the discovery thereof and no later than 7 days from the date of receipt; and, in the case of delay or loss, unless the complaint is made no later than 21 days from the date on which the baggage has been (in the case of delay) or should have been (in the case of loss) placed at his/her disposal. Every complaint must be in writing and dispatched within the time aforesaid. In case carriage is not "international carriage" as defined in the Convention, failure to give such notice of complaint shall not prevent a claimant's 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 SJO; or
- (3) SJO had knowledge of the damage to the passenger's baggage.

78.2

Any right to damages of a passenger and baggage against SJO shall be extinguished unless an action is brought within 2 years reckoned from the date of arrival at the destination, from the date on which the chartered aircraft ought to have arrived, or from the date on which the carriage by charter flight stopped.

79. TIME LIMITATION ON CLAIMS AND ACTIONS FOR CARGO

79.1

- (1) Receipt by the person entitled to delivery of the cargo without complaint shall be prima facie evidence that the same has been delivered in good condition and in

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accordance with the contract of carriage.

- (2) No action shall be maintained in the case of destruction of or damage to the cargo unless a written notice, sufficiently describing the cargo concerned, the approximate date of the destruction or damage and the details of the claim, is presented to an office of SJO within 14 days from the date of receipt thereof, in the case of delay unless presented within 21 days from the date the cargo is placed at the disposal of the person entitled to delivery of the shipment, and in the case of loss (including non delivery) unless presented within 120 days from the date of issuance of the air waybill.
- (3) All claims other than provided in Article 79.1.(2) except any claims relating to personal injury or death, must be made in writing within 270 days from the date of issuance of the air waybill.

79.2

Any right to damages of cargo against SJO shall be extinguished unless an action is brought within 2 years after the occurrence of the events giving rise to the claim.

80. OVERRIDING LAW

80.1

Any provision contained or referred to in a ticket or an air waybill or in a charter agreement or in these Conditions of Carriage or SJO's Regulations shall, even if it is in violation of applicable laws and is invalid, remain valid to the extent not in conflict with applicable laws. The invalidity of any provision shall not affect any other provision.

81. MODIFICATION AND WAIVER

81.1

No representative, officer, employee or agent of SJO shall have authority to alter, modify or waive any provision of the contract with a passenger and a shipper for carriage of a passenger, baggage and/or cargo or of these Conditions of Carriage or SJO's Regulations.

SUPPLEMENTARY PROVISIONS

1.DATE OF EFFECTIVENESS

These Conditions of Carriage shall come into effect as of April 1, 2026.