

CONDITIONS OF CARRIAGE  
(INTERNATIONAL PASSENGERS AND BAGGAGE)

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**Article 1 – DEFINITIONS**

1-1 “**Agreed Stopping Places**” means those places, other than the place of departure and the Destination, set forth in a Ticket and/or any Conjunction Ticket issued in connection therewith as scheduled stopping places on the Passenger’s route, or shown in Carrier’s timetable.

1-2 “**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 the “Warsaw Convention” );

“Warsaw Convention as amended at Hague in 1955” signed at Hague on 28th September, 1955;

“Warsaw Convention” as amended by Additional Protocol No. 1 of Montreal 1975;

“Warsaw Convention as amended at Hague in 1955” as amended by Additional Protocol No.2 of Montreal 1975, 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”).

1-3 “**Destination**” means the ultimate stopping place under a contract of Carriage. In the case of a trip which returns to the place of departure, the Destination is the same as the place of departure.

1-4 “**International Carriage**” means (except where the Convention is applicable) Carriage in which, according to a contract of Carriage, the place of departure and, the Destination or Agreed Stopping Place, 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.

1-5 “**Carriage**” means carriage of a Passenger and/or Baggage by air, gratuitous or for reward.

1-6 “**Carrier**” means an air carrier and shall include an air carrier issuing a Ticket and any air carrier that carries a Passenger and/or his/her Baggage under the Ticket or provides or undertakes to provide any other services incidental to such Carriage.

1-7 “**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 and/or Baggage to be performed by Spring Japan.

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1-8 “**SJO**” means SPRING JAPAN Co., Ltd.. The two-character Airline Designator Code is IJ, the three-character code is SJO.

1-9 “**SJO’s Regulations**” means SJO’s rules and regulations, other than these Conditions of Carriage, for International Carriage of Passengers and/or Baggage including, but not limited to, SJO’s tables of fares, rates and charges.

1-10 “**Miscellaneous Charges Order**” means a document or an electronic document issued by a Carrier or its Authorized Agent, requesting issue of an appropriate Ticket or provision of travel services to the person named in such document or electronic document.

1-11 “**Authorized Agent**” means a passenger sales agent appointed by a Carrier to represent the Carrier in the sale of Carriage of Passengers over the services of the Carrier and, if authorized by the Carrier, over the services of any other Carrier.

1-12 “**Infant**” means a person who has not reached his/her second birthday as of the date of commencement of Carriage.

1-13 “**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.

1-14 “**Passenger**” means any person, except crew members, carried or to be carried in an aircraft with the consent of a Carrier.

1-15 “**Ticket**” means either the document entitled “Passenger Ticket and Baggage Check” or the Electronic Ticket, in each case issued by a Carrier or its Authorized Agent for Carriage of a Passenger and/or Baggage, setting forth a portion of the conditions of a contract of Carriage and notices relating thereto and containing Flight Coupon and Passenger Coupon or Passenger Receipt or Electronic Flight Coupon and Itinerary/Receipt.

1-16 “**Conjunction Ticket**” means a Ticket issued to a Passenger in conjunction with another Ticket which together constitute a single contract of Carriage.

1-17 “**Electronic Coupon**” means an electronic Flight Coupon or other value document held in SJO’s database.

1-18 “**Electronic Flight Coupon**” means such form of Flight Coupon as is recorded in SJO’s database.

1-19 “**Electronic Miscellaneous Document**” means an electronic document issued by a Carrier or its Authorized Agent, requesting issue of an appropriate Ticket or provision of travel services to the person named in such electronic document.

1-20 “**Electronic Ticket**” means the Itinerary/Receipt and Electronic Flight Coupon issued by a Carrier or its Authorized Agent.

1-21 “**Passenger Coupon**” or “**Passenger Receipt**” means such coupon or receipt constituting a portion of a Ticket as is issued by a Carrier or its Authorized Agent and is

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marked with “Passenger Coupon” or “Passenger Receipt”, which document shall constitute a Passenger’s written evidence of a contract of Carriage.

1-22 “**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.

1-23 “**Normal fare**” means the highest fare among all fares established during the period of applicability.

1-24 “**Special Fare**” means a fare other than the Normal Fare.

1-25 “**Days**” means calendar days including all seven days of the week; provided that, for the purpose of calculating the number of days of a notice period, the day upon which such notice is dispatched shall not be counted and further provided that, for the purpose of determining the period of validity of a Ticket, the day upon which the Ticket is issued, or the flight is commenced, shall not be counted.

1-26 “**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.

1-27 “**Baggage Check**” means such portion of a Ticket as provides for Carriage by a Carrier of Checked Baggage and as is issued by the Carrier as receipt of such Checked Baggage

1-28 “**Baggage Identification Tag**” means a document issued by a Carrier solely for the purpose of identification of Checked Baggage and consisting of two portions; the baggage tag portion which is attached by the Carrier to a particular article of Checked Baggage and the Baggage claim stub which is given to the Passenger.

1-29 “**Checked Baggage**” means Baggage of which a Carrier takes custody and for which the Carrier issues a Baggage Check and Baggage Identification Tag.

1-30 “**Unchecked Baggage**” means any Baggage other than Checked Baggage that the Carrier has permitted a Passenger to carry into the cabin.

1-31 “**Itinerary/Receipt**” means the document or documents that form part of the Electronic Ticket containing the information such as the itinerary, ticket information, a portion of the conditions of a contract of Carriage and notices relating thereto and that constitute Passenger's written evidence of a contract of Carriage.

1-32 “**Check-in Deadline**” means the time limit specified by Carrier by which Passenger shall complete check-in formalities.

1-33 “**Force Majeure**” means an unusual and unforeseeable circumstance beyond control and the consequences of which could not be avoided regardless of any due care being

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exercised.

1-34 “**SDR**” mean Special Drawing Rights as defined by the International Monetary Fund. Conversion of the SDR sum into a national currency shall, in the case of judicial proceedings, be made at the exchange rate between the currency and SDR prevailing 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 prevailing on the date on which the amount of the damages is finally fixed or on which the value of Baggage is declared.

1-35 “**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.

1-36 “**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.

1-37 “**Change of Flight**” means any change in a flight that was originally indicated or recorded in a duly-issued Ticket.

1-38 “**Rerouting**” means any change in a routing, flight or period of validity from that originally provided in the duly-issued Ticket which a Passenger presents for Carriage.

## Article 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 Spring Japan of any provision of, or waiver by Spring Japan of any right granted to it by, the Convention. Except as provided in Article 2.3 or in case Spring Japan's Conditions of Carriage applicable exclusively to its own domestic services apply, any Carriage of Passengers and/or Baggage shall be subject to these Conditions of Carriage and SJO's Regulations in effect as of the date of commencement of the Carriage covered by the first Flight Coupon of the Ticket.

### 2-2 Consent of Passengers

Passengers shall be deemed to have acknowledged and given consent to these Conditions of Carriage and SJO's Regulations established under these Conditions.

### 2-3 Gratuitous Carriage

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With respect to gratuitous Carriage, Spring Japan reserves the right to exclude the application of any provisions of these Conditions of Carriage.

#### 2-4 Applicability

To the extent not in conflict with the Convention, these Conditions of Carriage shall apply to any Carriage of Passengers and/or Baggage and any service incidental thereto, each to be performed or provided by Spring Japan at fares, rates and charges published in connection with these Conditions of Carriage.

#### 2-5 Conditions Prevail over Regulations

Except as provided herein, in the event of any inconsistency between these Conditions of Carriage and any other regulations of Spring Japan, these Conditions of Carriage shall prevail.

#### 2-6 Change of Conditions of Carriage or SJO's Regulations

Except as will be prohibited by Applicable Laws, Spring Japan may change, modify or amend any provision of these Conditions of Carriage or of SJO's Regulations. Such alterations can be made with prior announcement by posting on website or taking other appropriate methods giving reasonable time provided that no contract of Carriage shall be subject to such change, modification or amendment made after the Carriage to be performed pursuant to such contract commences.

#### 2-7

The title of each Article of these Conditions of Carriage is for convenience only and is not used for interpretation of the text. The Condition of Carriage is done in the English language, and any other language of the text shall only be for reference.

### Article 3 – CODE SHARE

#### 3-1

On some routes Spring Japan offers our services together with other Carriers, placing Spring Japan's designator code on flights operated by other Carriers under code share agreements.

#### 3-2

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For a code share flight operated by another Carrier, Spring Japan will advise Passenger of the identity of the operating Carrier prior to the time of reservation.

3-3

Passengers traveling on a flight operated by another Carrier may be subject to terms and conditions of the operating Carrier that differ from those of Spring Japan, including those regarding

- (1) involuntary rerouting provided in Article 8.2
- (2) check-in provided in Article 11
- (3) refusal and limitation of carriage provided in Article 12.1 and 12.2
- (4) restriction of acceptance as baggage, free baggage allowance and excess baggage charge and acceptance of animals provided in Article 13
- (5) cancellations provided in Article 7.2.(1)

## Article 4 – TICKETS

4-1 General

- (1) Ticket constitutes prima facie evidence of the contract of carriage between Carrier and the Passenger named on the Ticket. Spring Japan will provide carriage only to Passenger holding a valid Ticket issued by Spring Japan or its Authorized Agent. The Conditions of Contract contained in Ticket are summary of the provisions of these Conditions of Carriage.
- (2) The Carrier or its Authorized Agent shall issue for each Passenger a separate Ticket.
- (3) A Ticket shall not be transferable. Spring Japan shall not be liable to any person entitled to be carried or to receive a refund, for honouring or refunding a Ticket presented by any person other than the person so entitled. If a Ticket is in fact used by any person other than the person who is entitled to be carried, with or without such person's knowledge and consent, Spring Japan shall not be liable for death of or injury to such unauthorized person or for loss, destruction or delay in arrival of, or damage to, such unauthorized person's Baggage or other personal property arising from or in connection with such unauthorized use.
- (4) 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 when he/she takes Carriage (or, in the case of an Electronic Ticket, the



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Itinerary/Receipt and the passenger's identification). A Passenger shall not be entitled to be carried if the Ticket presented by the Passenger falls within the scope of Article 12.1.(5) through 12.1.(7).

- (5) 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, Spring Japan may, upon the Passenger's request set forth in the next succeeding sub-paragraph, issue a new Ticket to replace such Ticket or such portion subject to the following conditions:
- (a) Spring Japan receives from the Passenger a proof satisfactory to Spring Japan to prove that a valid Ticket for the relevant flight was duly issued and if, given the circumstances, Spring Japan deems it appropriate; and
- (b) the Passenger agrees, in such form as may be prescribed by Spring Japan, to indemnify Spring Japan from any loss and damage incurred by Spring Japan in connection with issue of such replacement Ticket.

Spring Japan may charge a reasonable administration fee for this service, unless the loss or mutilation was due to the negligence of Spring Japan, or its Authorized Agent.

#### 4-2 Validity for Carriage

- (1) When validated, a Ticket shall be good for Carriage from the airport at the place of departure to the airport at the Destination via the route described in the Ticket and for the period of time specified or referred to in the next succeeding sub-paragraph. Each Flight Coupon shall be good for Carriage on the date and flight for which a seat is reserved for the Passenger. If a Flight Coupon is issued on an "open date" basis, a seat will be reserved for the Passenger upon his/her application therefor, subject to the conditions of the applicable fare and the availability of the seat on the flight. The place and date of issue shall be shown on the valid Ticket.
- (2) Unless otherwise provided in the applicable fare rules, these Conditions of Carriage, or in applicable Tariffs which may limit the validity of Ticket, in which case the limitation will also be shown on Ticket, a Ticket is valid as follows:
- (a) The period of validity of a Ticket shall be one year, if Carriage is commenced, from the date of commencement of Carriage or, if no portion of the Ticket is used, from the date of issue thereof. If a Ticket involves a flight coupon to which any fare having a period of validity that is less than one year applies, such period shall apply only to such flight coupon.
- (b) The period of validity of a Miscellaneous Charges Order and Electronic Miscellaneous
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Document shall be one year from the date of issue thereof. A Miscellaneous Charges Order and Electronic Miscellaneous Document will not be honoured for a Ticket unless it is presented for a Ticket within one year from the date of issue thereof.

(c) A Ticket shall expire at midnight on the date of expiration of the period of validity of the Ticket. Unless otherwise provided in SJO's Regulations, a travel pursuant to a Flight Coupon of a Ticket may continue beyond the date of expiration of the Ticket if such travel commences prior to midnight thereof.

(3) If a Passenger is prevented from travelling within the period of validity of a Ticket because Spring Japan:

(a) cancels the flight on which the Passenger holds a reservation;

(b) omits a scheduled stop, being the Passenger's place of departure, Destination or Stopover point;

(c) fails to operate a flight reasonably according to the schedule;

(d) causes the Passenger to miss a connecting flight of Spring Japan;

(e) is unable to provide previously confirmed space;

Spring Japan will, unless otherwise provided in SJO's Regulations, extend the period of validity of the Ticket, without additional collection of fare, to Spring Japan's first flight on which a seat is available.

(4) If a Passenger, after commencing his/her travel, is prevented from travelling within the period of validity of a Ticket by reason of his/her illness (but not pregnancy), Spring Japan may, unless precluded by SJO's Regulations applicable to the fare paid by the Passenger, extend such period as follows:

(a) With respect to a Ticket of which the period of validity is one year, Spring Japan may extend such period to the date on which the Passenger becomes fit to recommence his/her travel according to a valid medical certificate; provided that in case Spring Japan is unable to provide the Passenger on such date with a seat for which the applicable fare is paid by the Passenger, to Spring Japan's first flight after such date from the point where the Passenger recommences his/her travel on which flight a seat is available. If an unused Flight Coupon of the Ticket involves one or more Stopover points, Spring Japan may, subject to SJO's Regulations, extend the period of validity of the Ticket for not more than 3 months from such date. Spring Japan will provide similar extension to one (1) of the members accompanying such Passenger.

(b) With respect to a Ticket of which the period of validity is less than one year, Spring Japan may not extend the period of validity of the Ticket. The refund will be made in accordance with Article 9.3.

(5) In the event of death of a Passenger en route, Spring Japan may amend or modify the

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Ticket of a person accompanying the Passenger by, among other things, extending the period of validity. In the event of death in the immediate family of a Passenger after he/she commences his/her travel, Spring Japan may, also with respect to the Tickets of the Passenger or his/her immediate family accompanying the Passenger, extend the period of validity. Any such amendment or modification shall be subject to Spring Japan's receipt of a proper death certificate and any such extension shall not exceed 45 Days from the date of death.

#### 4-3 Flight Coupon Sequence of Use

- (1) Spring Japan will honour Flight Coupons only in sequence from the place of departure indicated in the Ticket.
- (2) A Ticket shall not be valid and Spring Japan will not honour the Ticket if a Flight Coupon for the first international sector is not used and the Passenger commences his/her travel at any Agreed Stopping Place.

### Article 5 – FARES, TAXES, FEES AND CHARGES

#### 5-1 Fares

- (1) Fares shall apply only to Carriage from the airport at the place of departure to the airport at the Destination and shall not include ground transportation service within airport areas, between airports or between an airport and downtown areas.
  - (2)
    - (a) Applicable fares are the published fares published by Spring Japan or, if not so published, constructed in accordance with SJO's Regulations. Unless otherwise provided in Applicable Laws, the applicable fare is the fare for the flight or flights in effect on the date of commencement of the carriage covered by the first Flight Coupon of the Ticket. When the amount that has been collected is not the applicable fare, the difference shall be paid by the Passenger, or , as the case may be, refunded by Spring Japan. In accordance with Regulation of Spring Japan, should the Passenger request to change the itinerary, flight number or dates of travel, it may impact the fare to be paid.
    - (b) Unless otherwise provided in these Conditions of Carriage or SJO's Regulations, fares entitle a Passenger to occupy one seat. Unless otherwise provided in SJO's Regulations or specifically approved by Spring Japan, a Passenger shall be entitled to occupy one seat on board.
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- (3) Unless otherwise provided in SJO's Regulations, fares shall apply only to a routing published in connection therewith. If there are more than one routings at the same fare, a Passenger may specify the routing prior to issuance of a Ticket. If he/she does not specify the routing, Spring Japan may determine the routing.

#### 5-2 Taxes and Charges

- (1) Any tax or charge imposed by a government or other public authority, or by an operator of an airport in respect to a Passenger or his/her use of any services or facilities shall be in addition to the published fares and charges and be payable by the Passenger.
- (2) At the time Passenger purchase Ticket, he/she will be advised of taxes, fees and charges not included in the fare, most of which will normally be shown separately on the Ticket. The taxes, fees and charges imposed on air travel may change and can be imposed after the date of Ticket issuance. The Passenger will be obliged to pay it prior to departure.

#### 5-3 Currency

Fares and charges may be paid in a currency to be specified by Spring Japan subject to Applicable Laws other than the currency in which the fare or charge is published. Spring Japan reserves the right to make a refund in the same manner and in the same currency being paid for the Ticket. If a payment is made in a currency other than the currency in which the fare or charge is published, such payment shall be made at the rate of exchange established in accordance with SJO's Regulations.

### Article 6 – RESERVATIONS AND TICKETING

#### 6-1 Reservation Requirements

- (1) Spring Japan or its Authorized Agent will record Passenger's flight reservation. Upon request Spring Japan will provide Passenger with written confirmation of Passenger's reservation.
- (2) Under SJO's Regulations, conditions applicable to certain fares may limit or prohibit change or cancellation of reservations.

#### 6-2 Ticketing Time Limits

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Reservations will not be valid until the fare has been paid in accordance with the procedures and time limits.

#### 6-3 Personal Data

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

#### 6-4 No Guarantee of Seat

Spring Japan will endeavor to honour advance seating requests, however, Spring Japan cannot guarantee any particular seat. Spring Japan may, without a prior notice, change such seat due to a ship change or other reasons. Spring Japan reserves the right to assign or reassign seats at any time, even after boarding of the aircraft, for this is necessary for operational, safety or security reasons.

#### 6-5 Cancellation of Reservations made by Spring Japan

- (1) Spring Japan may, at its own discretion, cancel all or a part of the Passenger's reservations if two or more seats are reserved for the same Passenger and if:
  - (a) same section of routes on the same day are reserved;
  - (b) same section of routes on dates in close proximity to each other are reserved;
  - (c) different section of routes on the same date are reserved; or
  - (d) it is reasonably considered that the Passenger can not use all of the seats reserved.
- (2) If a Passenger fails to use a seat reserved on a flight without giving a prior notice thereof to Spring Japan, Spring Japan may cancel, or request any other Carrier to cancel, his/her onward reservations thereafter. If a Passenger fails to use a seat reserved on a flight of other Carriers without giving a prior notice thereof to such Carrier, Spring Japan may, upon the Carrier's request, cancel his/her onward reservations thereafter. A service charge may be payable upon applicable fares.
- (3) In the event that reconfirmation of reservations is required in accordance with regulations of any Carrier other than Spring Japan, Spring Japan may cancel the

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onward Spring Japan's flight reservations thereafter for a Passenger when he/she fails to reconfirm a reservation of the Carrier within the time specified by the Carrier.

#### 6-6 Service Charge When Seat not Used

A service charge shall, upon Spring Japan's request and in accordance with SJO's Regulations, be paid by a Passenger who fails to use a seat of which a reservation is made.

#### 6-7 Communications Charges

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

#### 6-8 Communication Failure, etc.

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

### Article 7 – SCHEDULES, DELAYS AND CANCELLATIONS OF FLIGHTS

#### 7-1 Schedules

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

#### 7-2 Delays and Cancellations of Flights

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- (1) Spring Japan may, without prior notice, cancel, terminate, divert, postpone or delay any flight or the right to, or any reservation with respect to, any further Carriage thereafter or determine if any take-off or landing should be made, without any liability except to refund, in accordance with these Conditions of Carriage and SJO's Regulations, the fares and charges for any unused portion of the Ticket:
  - (a) because of any fact beyond Spring Japan's control (including, but not limited to, Force Majeure such as meteorological conditions, acts of God, strikes, riots, civil commotions, embargoes, wars, hostilities, disturbances or unstable international relations) whether actual, threatened or reported or because of any delay, demand, condition, circumstances or requirement directly or indirectly relating to such fact;
  - (b) because of any fact not to be foreseen, anticipated or predicted;
  - (c) because of any Applicable Laws; or
  - (d) because of shortage of labor, fuel or facilities or labor problems of Spring Japan or others.
- (2) If a Passenger refuses, notwithstanding Spring Japan's request, to pay all or a portion of the fares demanded by Spring Japan or the charges demanded or assessed by Spring Japan with respect to his/her Baggage, Spring Japan will cancel the Carriage, or the right to any further Carriage thereafter, of the Passenger and/or his/her Baggage, without being subject to any liability therefor except to refund, in accordance with these Conditions of Carriage and SJO's Regulations, any unused portion of the Ticket for which the Passenger fully paid the applicable fares and charges.

## Article 8 – CHANGE

### 8-1 For Voluntary Change

Passenger who has not commenced the trip, or commenced trip already but before getting to the destination requested to change in a routing ,destination, flight or Ticket validity period ( hereinafter referred to as “Rerouting” ) whichever were indicated on the unused leg, shall be deemed as voluntary change.

- (1) For voluntary change, it shall act as follows:
    - (a) Any request for change shall be made before getting to the destination as shown in the Ticket.
    - (b) The fares and charges applicable after a Rerouting shall be those which, as of the date of issue, were intended to apply on the date of commencement of the Carriage;
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provided that a Passenger, whose Ticket is all unused, requests Rerouting on a Flight coupon for the first international sector, the fares and charges applicable after a Rerouting shall be those applicable on the date on which the change is made and reflected on the Ticket.

- (c) Any differences after taking into change shall be settled accordingly the balance paid to Carrier or the Passenger.
- (d) The date of expiration of any Ticket newly issued as a result of a change in a routing, Carrier(s) or flight shall be the same as that of the original Ticket or Miscellaneous Charges Order or Electronic Miscellaneous Document; provided that, if a Passenger, whose Ticket is all unused, requests Rerouting on unused Ticket, the date of expiration of a new Ticket shall be calculated from the date of issuing the Rerouting Ticket.
- (e) Any restrictions upon the Ticket shall be met before change application can be honoured. Under SJO's Regulations, conditions applicable to certain fares may limit or prohibit voluntary change.
- (f) Should Passenger change the transportation without Spring Japan's agreement, Spring Japan will assess the correct price for the actual travel. Passenger will have to pay any fare difference, if any, plus reasonable service fee. Any unused Coupons of Passenger's Ticket will be invalidated.

(2) Change of Passenger's Name

- (a) Should Passenger changes his/her name appeared in Ticket, it shall be deemed as voluntary refund as per Article 9.3
- (b) Spring Japan will charge the Passengers who apply for partial of changes in names, provided the typo is not due to mistake of Spring Japan or its Authorized Agent.

8-2 For Involuntary Change

- (1) Unless otherwise provided in Article 7.2.(1), in the event that Spring Japan cancels a flight, fails to operate a flight reasonably according to the schedule, fails to stop at a Passenger's Destination or Stopover point, is unable to provide a Passenger with his/her reserved seat or causes a Passenger to miss a connecting flight of Spring Japan on which he/she holds a reservation, Spring Japan will, at the Passenger's option, follow either (a) or (b) below:
    - (a) carry the Passenger on any other flight of Spring Japan on which a seat is available;
    - (b) make a refund in accordance with the provisions of Article 9.2.
  - (c) the options outlined in Article 8.2.(1)(a) through 8.2.(1)(b) are the sole and exclusive remedies available to the Passenger.
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- (2) In the event that a Passenger misses an onward connecting flight of Spring Japan on which the Passenger holds a reservation because a Carrier carrying the Passenger fails to operate its flight according to the schedule or changes the schedule of such flight, Spring Japan shall not be liable for such missed connections.

## Article 9 – REFUNDS

### 9-1

Spring Japan will refund Ticket or any unused portion thereof, in accordance with its own applicable fare rules or Tariff, including rules as follows:

Under SJO's Regulations, Spring Japan will limit or refuse a refund for a Ticket subject to conditions applicable to certain fares.

- (1) Unless otherwise provided in this Paragraph, Spring Japan will make a refund to the person named in a Ticket or, to the person who purchased the Ticket upon presentation to Spring Japan of satisfactory evidence to prove that he/she is entitled by these Conditions of Carriage to such refund.
- (2) If a person other than the Passenger named in a Ticket pays for the Ticket and designates a person to whom refund shall be made, Spring Japan will indicate on the Ticket that there is a restriction on a person to whom refund shall be made and make a refund only to the designated person.
- (3) Passenger requesting refund shall fill in "REFUND APPLICATION FORM" as prescribed by Spring Japan. Except in the case of lost Tickets, refunds will only be made on surrender to Spring Japan of the Passenger Coupon or Passenger receipt and surrender of all unused Flight Coupons.
- (4) Any refund made to a person presenting to Spring Japan a Passenger Coupon or Passenger Receipt and all unused Flight Coupons and claiming a refund pursuant to Article 9.1.(1) or 9.1.(2) shall be deemed a valid refund and shall discharge Spring Japan from liability to make any further refund to the true person.
- (5) Refund due to Illness
  - (a) In case Passenger wishes to refund due to sickness, he/she shall show the Carrier his/her proper diagnostic certificate or medical record.
  - (b) In case of refund due to illness, with respect to a Ticket of which the period of validity is one year, unless otherwise provided in the applicable fare rules, full paid fare will be refundable if it is made before flight departure or the balance of full paid fare less any used leg shall be refunded if in stopovers. With respect to a Ticket

of which the period of validity is less than one year, the refund will be made in accordance with Article 9.3.

- (c) In case the companion of the sick Passenger request refund, it may be granted at same time for free. For more than one companion, refund for the other shall be made in accordance with Article 9.3.
- (6) Refund on Death of Passenger
  - (a) In case of death to a Passenger before or during his/her journey, Spring Japan shall be subject to:
    - (i) In the event of death of a Passenger, his/her immediate family member or their proxy may request refund, by presenting proper death certificate and the refund will be made free of charge.
    - (ii) In case the person paid for the Ticket except the dead Passenger request refund, by presenting proper death certificate and the refund will be made free of charge.
  - (b) In case of refund for death, full paid fare will be refundable if it is made before flight departure, or the balance of full paid fare less any used leg shall be refunded if in stopovers.
  - (c) In case the companion of the dead Passenger request refund, it shall be made at the same time for free. For more than one companion, refund for the other shall be made in accordance with Article 9.3.
  - (d) A Passenger requests refund by reasons of death of his/her immediate family not accompanying him/her, refund will be made in accordance with the regulations specified in Article 9.3.

#### 9-2 Involuntary Refunds

- (1) The term "Involuntary Refund" means any refund made when a Passenger is prevented from using the Carriage provided for in his/her Ticket resulting from Spring Japan cancels a flight, fails to operate a flight reasonably according to the schedule, fails to stop at a Passenger's Destination or Stopover point, fails to provide previously confirmed space, causes a Passenger to miss his/her connecting flight of Spring Japan on which he/she holds a reservation or refuses to carry or removes a Passenger pursuant to any of Article 12.1.(1) through 12.1.(3), Article 12.1.(8) or Article 12.2.(2), and the amount of the refund shall be:
    - (a) if no portion of the Ticket has been used, an amount equal to the fare paid;
    - (b) if a portion of the Ticket has been used, the higher of the following:
      - (i) the amount equal to the one way fare (or, when round trip discount was applied, one half of the round trip fare), less the same rate of discount, if any, that was applied in
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- computing the original one way fare, and charges applicable to the unused transportation from the point of termination to the Destination or Stopover point named on the Ticket or to the point at which transportation is to be resumed; and
- (ii) the difference between the fare paid and the fare for the Carriage completed.

#### 9-3 Voluntary Refunds

- (1) If a Ticket is refundable and the Passenger asks for refund based on reasons other than those set out in Article 9.2, the amount to be refunded shall be;
- (a) If no portion of the Ticket has been used, an amount equal to the fare paid, less any reasonable service charges or cancellation fees provided in SJO's Regulations;
- (b) If a portion of the Ticket has been used, the refund will be amount equal to the difference between the fare paid and the applicable fare for travel between the points for which the Ticket has been used, less any reasonable service charges or cancellation fees.

#### 9-4 Refunds on Lost Ticket

- (1) For refund on lost Ticket or portion of it, satisfactory proof of fact of the loss shall be presented to Spring Japan, and subject to payment of a reasonable service fee, refund may be made on condition;
- (a) That the lost Ticket, or portion of it, has not been used, previously refunded or replaced, where the use, refund or replacement by or to a third party was resulted from the negligence of Spring Japan, or its Authorized Agent.
- (b) The person to whom the refund is made agrees to indemnify Spring Japan for any loss and damage incurred by Spring Japan in connection with the refund or such lost Ticket being used for Carriage, refund or otherwise.
- (2) If Spring Japan or its Authorized Agent lose the Ticket or a portion of the Ticket, the loss shall be its own responsibility.

#### 9-5 Right to Refuse Refund

- (1) Under SJO's Regulations, Spring Japan will limit or refuse a refund for a Ticket subject to conditions applicable to certain fares.
- (2) Spring Japan will refuse a refund for a Ticket in the event that a request therefor is made later than 30 Days from the expiration date of the Ticket.
- (3) Spring Japan may refuse a refund for a Ticket which a Passenger presents to Spring Japan or to government officials of a country as evidence of his/her intention to depart therefrom, unless the Passenger establishes to Spring Japan's satisfaction
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that he/she has permission to remain in the country or that he/she will depart therefrom by other Carrier or other transportation service.

- (4) Spring Japan will not make a refund for a Ticket of a Passenger in the event that Carriage of the Passenger is refused or he/she is removed in accordance with Article 12.1.(4) through 12.1.(7).

#### 9-6 Currency

Spring Japan reserves the right to make a refund in the same currency being paid for the Ticket.

#### 9-7

Unless otherwise provided in SJO's Regulations, Spring Japan will make a voluntary refund for a Ticket only in case Spring Japan or its Authorized Agent originally issued the Ticket.

#### 9-8 Refund to Credit Card or Debit Card Accounts

Refund for Ticket paid with credit card or debit card can only be credited to the card account originally used for the purchase. The refundable amount to be paid by Spring Japan will be on the basis of the amount and the currency originally paid by the Passenger.

Such payment shall be made at the rate of exchange established in accordance with SJO's Regulations.

### Article 10 – GROUND TRANSPORTATION SERVICE

Unless otherwise provided in SJO's Regulations, Spring Japan will not arrange for, operate or provide ground transportation service within airport areas, between airports or between an airport and downtown areas. Except ground transportation service is directly operated by Spring Japan, any such service will be provided by an independent operator who is not and shall not be deemed an agent or servant of Spring Japan. Even in case a representative, officer, employee or agent of Spring Japan assists a Passenger in making arrangements for such ground transportation service, Spring Japan shall not be liable for the acts or omissions of such independent operator. In the event that Spring Japan operates for a Passenger such ground transportation service, SJO's Regulations including, but not limited to, those stated or referred to in those

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regulations concerning Tickets, Baggage Checks, value of Baggage or otherwise shall be deemed applicable to such ground transportation service. No portion of fares shall be refundable even in case such ground transportation service is not used.

## Article 11 – CHECK-IN AND BOARDING

### 11-1

Check-in Deadlines may be different at each airport and Spring Japan recommend that Passenger should check out these Check-in Deadlines and comply with them. Spring Japan reserves the rights to change the Check-in Deadlines accordingly.

### 11-2

A Passenger shall arrive at Spring Japan's check-in location and boarding gate sufficiently in advance of flight departure to permit completion of any departure procedures. If no time is designated, sufficiently in advance of the flight departure so that there will be enough time for the Passenger to have check-in and departure procedures completed by the departure time of the flight.

### 11-3

If a Passenger fails to arrive at Spring Japan's check-in counter or the boarding gate by the time indicated by Spring Japan or is unable to depart because of improper or incomplete exit, entry or other necessary documentation required for his/her departure, Spring Japan may cancel his/her reservation of a seat and will not delay the flight for the Passenger.

### 11-4

Spring Japan shall not be liable to the Passenger for any damage due to the Passenger's failure to comply with the provisions of this Article.

### 11-5

Passengers shall observe the instructions of the Carriers' staff member and crew member with respect to boarding, deplaning and/or any other acts at airports or on board, or with respect to places of loading or unloading of the Passenger's Baggage.

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**Article 12 – REFUSAL AND LIMITATION OF CARRIAGE**

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**12-1 Right to Refuse Carriage, Etc.**

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

- (1) such action is necessary for a reason of flight safety;
- (2) such action is necessary in order for Spring Japan to comply with Applicable Laws of any state or country to be flown from, into or over or other states or countries concerned;
- (3) the Passenger or his/her conduct, age or mental or physical condition;
  - (a) requires special assistance of Spring Japan,
  - (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 Spring Japan's permission,
  - (g) smoking in aircraft cabin; Smoking includes using cigarettes, electronic cigarettes, heated cigarettes and other all smoking devices.
- (4) the Passenger fails to pay any applicable fares, charges or taxes or may fail to perform a credit arrangement agreed upon between Spring Japan and the Passenger (or the person paying for the Ticket);
- (5) 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 willfully by a person other than Spring Japan or its Authorized Agent, with respect to any Flight Coupon thereof, in any of which cases Spring Japan reserves the right to retain the Ticket;
- (6) 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 Spring Japan reserves the right to retain such Ticket; or

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- (7) Passenger have failed to comply with the requirements set forth in Article 4.3.(2).
- (8)
- (a) the Passenger falls under Article 16.2.(1)(b),
- (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 Spring Japan'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 Spring Japan's receipt thereof;
- (9) the Passenger falls under Article 13.5.(4) or 13.5.(5),

In the case of Article 12.1.(3)(d) or 12.1.(3)(e), Spring Japan may take such other measures as Spring Japan deems necessary to prevent the Passenger from continuing such conduct, failure, obstruction or act which measures shall include, but not limited to, restraint of the Passenger.

## 12-2 Limitation on Carriage

### (1) Attendant travel with Passenger

Spring Japan 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 Spring Japan.

### (2) Carriage of Children or Infant

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.

### (3) Conditional Acceptance for Carriage

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

- (4) If the total weight of the Passengers boarding, and/or Baggage loaded in, an aircraft may exceed the maximum allowance weight with respect to the aircraft, Spring Japan may, in accordance with SJO's Regulations, decide which Passengers and/or Baggage will be carried

## Article 13 – BAGGAGE

### 13-1 Free Baggage Allowance

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

(1) Free Baggage Allowance for Adults

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

(2) Free Baggage Allowance for Children/Infants

Children are entitled to the same free Baggage allowance as adult Passengers. Infants are not entitled to a free Baggage allowance. Infants paying the children's fare are entitled to the same free Baggage allowance as adult Passengers.

- (3) In the event that two or more Passengers travelling on the same flight check their Baggage at the same time to be carried by Spring Japan to the same place, Spring Japan may, upon those Passenger's request, provide them collectively with a free Baggage allowance equal to the aggregated individual free Baggage allowance in respect of number of pieces and weight.

- (4) For the domestic leg of international carriage, the free Baggage allowance for Passenger will be determined by the regulation for the appropriate international leg.

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

- (6) A fully collapsible stroller/pushchair, carrying basket and/or a car seat for Infants or children passenger's own use are accepted for free and are not included in the Baggage allowance.

Any devices of necessity for disabled passenger (collapsible wheel chairs, sticks, prosthesis, etc.) are accepted for free and are not included in the Baggage allowance.



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### 13-2 Excess Baggage Charge

- (1) Excess Baggage means the Baggage to be carried in excess of the free Checked Baggage allowance applicable to the fare and class of service the Passenger paid. A special charge will be assessed for such Baggage.
- (2) Baggage in excess of the free Baggage allowance set forth in Article 13.1. shall be subject to the applicable excess Baggage charge in accordance with SJO's Regulations.
- (3) Excess Baggage Ticket shall be provided to evidence such charge.
- (4) Unless Spring Japan otherwise agrees in advance with a Passenger, Spring Japan may carry the Passenger's Baggage which is in excess of the applicable free Baggage allowance on any other flight or by any other transportation service.

### 13-3 Items Unacceptable as Baggage

- (1) Passenger must not include in his/her Baggage, whether as Checked Baggage or Unchecked Baggage.
    - (a) items which are likely to endanger the aircraft or person or property on board the aircraft, such as those specified in the International Civil Aviation Organization (ICAO) Technical Instructions for the Safe Transport of Dangerous Goods by Air and the International Air Transport Association (IATA) Dangerous Goods Regulations, and in SJO's Regulations. The following items expressly are unacceptable as Baggage; explosives, compressed gases, corrosives, oxidizing, radioactive or magnetized materials, materials that are easily ignited, poisonous, offensive or irritating substances;
    - (b) items Carriage of which is prohibited by Applicable Laws of any state or country to be flown from, into or over;
    - (c) items which Spring Japan deems unsuitable for Carriage by reason of their weight, size, shape or character such as being fragile or perishable;
    - (d) live animals, except those provided for in Article 13.9.; or
    - (e) Firearms, swords and other similar items, except as otherwise provided in SJO's Regulations.
  - (2) Spring Japan will refuse to accept fragile or perishable items, money, jewelry, precious metals, negotiable papers, securities or other valuables, business documents, passports or other identification documents necessary for travel or samples as Checked Baggage.
  - (3) If any item referred to in Article 13.3.(1) is carried, whether or not Carriage of such item as Baggage is prohibited, such Carriage shall be subject to the charges, limitations of liability and any other provision of these Conditions of Carriage
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applicable to Carriage of Baggage.

#### 13-4 Right to Refuse Carriage

- (1) Spring Japan may refuse Carriage of, and take any necessary step with respect to, items of which Carriage as Baggage is prohibited by Article 13.3 and may refuse onward Carriage of any such item upon discovery thereof.
- (2) Spring Japan may refuse to carry Baggage as Checked Baggage in case it is not properly packed in a suitcase or other suitable container to ensure safe Carriage with ordinary care in handling.

#### 13-5 Security Inspection

- (1) A Passenger shall submit to any security check required by government or airport officials or by Spring Japan, unless it is specifically deemed unnecessary by government or airport officials or by Spring Japan.
  - (2) Spring Japan will inspect the contents of Passenger's Baggage by opening his/her Baggage and/or by using some device in the presence of the Passenger concerned or a third person, for the purpose of security (including but not limited to the prevention of unlawful acts of seizure, exercise of control or destruction of aircraft) and/or for any other reason. Notwithstanding the foregoing, Spring Japan may inspect the Passenger's Baggage in his/her or a third person's absence to see whether he/she is in possession of, or his/her Baggage contains, any prohibited item referred to in Article 13.3.(1).
  - (3) Spring Japan will search Passenger's articles by touching the Passenger through his/her clothes and personal fittings including wigs or by using such instruments as a metal detector, for the purpose of security (including but not limited to the prevention of unlawful acts of seizure, exercise of control or destruction of aircraft) and /or for any other reason.
  - (4) When a Passenger does not agree with Spring Japan's inspection as specified in Article 13.5.(2), Spring Japan will refuse to carry such a Passenger's Baggage.
  - (5) When a Passenger does not agree with Spring Japan's search as specified in Article 13.5.(3), Spring Japan will refuse to carry such a Passenger.
  - (6) When such prohibited items as specified in Article 13.3.(1) have been found as a result of such inspection or search as specified in Article 13.5.(2) or 13.5. (3), Spring Japan may refuse to carry such Baggage, or may dispose of such Baggage.  
Spring Japan 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
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property as a result of such security checks, unless it is caused by Spring Japan's fault.

#### 13-6 Checked Baggage

- (1) Packing for Checked Baggage should be well locked and firmly tied up, and be capable to bear certain amount of pressure. Baggage shall be safely loaded or unloaded for normal operation conditions and meet with the following requirement:
    - (a) Do not tie up two or more packages into one.
    - (b) If Baggage of a Passenger has no tag of name, initials or other personal identification, the Passenger shall affix such information to the inner and outside the Baggage prior to Spring Japan's acceptance for carriage.
  - (2)
    - (a) A Passenger is entitled to a free Checked Baggage allowance applicable to the fare and class of service the Passenger paid in accordance with SJO's Regulations.
    - (b) Weight limit of each piece Baggage shall be 30 kilograms and the sum of the three dimensions of which shall not exceed 203 centimeters. Acceptance of any overweighted or oversized Baggage shall be subject to prior permission of Spring Japan. If a Passenger has a prior permission from Spring Japan or should Spring Japan accepts such a transportation due to unavoidable reasons, applicable fares in accordance with SJO's Regulations will be charged.
  - (3) Nothing contained in these Conditions of Carriage shall entitle a Passenger to have his/her Baggage checked on a flight for which a Carrier does not accept checking of Baggage.
  - (4) Unless otherwise provided in SJO's Regulations or Applicable Laws, Spring Japan will, upon presentation by a Passenger of a valid Ticket covering Carriage on the lines of Spring Japan or on the lines of Spring Japan and one or more other Carriers, accept as Checked Baggage the Baggage which is tendered by the Passenger at the office designated, and by the time prescribed, by Spring Japan in respect of Carriage on the lines designated on the Ticket; provided that Spring Japan will not accept as Checked Baggage the Baggage tendered for Carriage:
    - (a) beyond the Destination designated, or on any routing not designated, on the Ticket;
    - (b) beyond a Stopover point, or beyond a point at which the Passenger transfers to a connecting flight departing from a different airport from that at which the Passenger is scheduled to arrive under the Ticket, unless otherwise provided for in SJO's Regulations;
    - (c) beyond a point of transfer of the Baggage to any other Carrier with which Spring Japan has no interline Baggage agreement or which has different conditions of Carriage of Baggage from Spring Japan's;
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- (d) for a sector in respect to which the Passenger holds no reservation;
  - (e) beyond a point at which the Passenger desires to resume possession of such Baggage or any portion thereof; or
  - (f) for a sector in respect to which the Passenger does not pay all applicable charges.
- (5) Upon acceptance for carriage, a Baggage Identification Tag for each piece of Checked Baggage shall be issued by Spring Japan to Passenger.
- (6) Spring Japan will, to the reasonable extent possible, carry Checked Baggage of a Passenger coincidentally with the Passenger on the aircraft which the Passenger boards; provided that, if Spring Japan deems it difficult or impracticable, Spring Japan may carry the Checked Baggage on any other flight in which such Baggage can be loaded within the maximum weight allowance or by any other transportation service.
- (7) Declaration of Baggage the Value of which Exceeds the Limit of Liability and Excess Value Charges
- (a) A Passenger may declare a value of Baggage in excess of the liability limitation of Spring Japan pursuant to Article 18.3.(2). In the event that such declaration is made, unless otherwise specified, Carriage of the Baggage to be performed by Spring Japan 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 a value of Baggage to be declared by one Passenger shall not exceed U.S.\$2,500.
- (b) Unless otherwise provided in SJO's Regulations, a Passenger may pay excess value charges at the place of departure for a travel to the Destination; provided that, if a portion of the Carriage is performed by any other Carrier which apply different excess value charges from Spring Japan, Spring Japan may refuse to accept an excess value declaration with respect to such portion.

#### 13-7 Unchecked Baggage

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

- (c) A Passenger shall not carry into the cabin any Baggage that Spring Japan deems cannot be stowed in safety in the cabin.
- (2) Spring Japan 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, Spring Japan. Carriage of such Baggage shall be subject to a charge provided in SJO's Regulations.

#### 13-8 Collection and Delivery of Checked Baggage

- (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, Spring Japan may charge him/her a storage fee when Spring Japan keeps such baggage at the facility of Spring Japan. Should his/her Checked Baggage not be claimed within Seven (7) days of the time it is made available, Spring Japan 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.
- (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 Spring Japan the Baggage Check and if the Baggage is identified by other means. Spring Japan 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. Spring Japan shall not be liable for any damage arising out of or in connection with its failure to so ascertain.
- (3) If a person claiming Baggage is unable to receive Baggage pursuant to Article 13.8.(2), Spring Japan will deliver the Baggage to such person only if he/she establishes to Spring Japan's satisfaction that he/she is duly entitled to receive the Baggage and if such person shall, upon Spring Japan's request, provide Spring Japan with adequate security to indemnify Spring Japan from any loss and damage incurred by Spring Japan in connection with such delivery.
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- (4) Spring Japan 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, Spring Japan will not refund any charges paid for such Baggage.
  - (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 the contract of Carriage.

#### 13-9 Animals

- (1) Subject to SJO's Regulations and with Spring Japan's prior consent, Spring Japan 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.
- (2) In the event that Spring Japan 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.
- (3) Notwithstanding the Article 13.9.(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.
- (4) Spring Japan 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. Spring Japan 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.

13-10 Excess Baggage Charge or Excess Value Charge on Rerouting or Cancellations Any payment or refund of excess Baggage charge or excess value charge to be made in the case of Rerouting or cancellation of Carriage shall be subject to the provisions hereunder concerning payment of additional fare or refund of fare; provided that Spring Japan shall not make refund of excess value charge in the event that a portion of the Carriage is

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completed.

## Article 14 – CONDUCT ABOARD AIRCRAFT

### 14-1

If, as a result of conduct by a Passenger of the sort mentioned in Article 12.1.(3)(c) through 12.1.(3)(g), Spring Japan decided, in the exercise of Spring Japan's reasonable discretion, to divert the aircraft for the purpose of offloading him/her, he/she must pay the reasonable costs resulting from that diversion.

### 14-2 Non-Smoking Flights

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

### 14-3 Seat Belts Compulsory

While in seat on board the aircraft, a Passenger has the obligation to fasten Passenger's seat belt during the entire flight.

## Article 15 – ARRANGEMENTS FOR ADDITIONAL SERVICES

### 15-1

Spring Japan provides no free meals and beverages during flight, while it provides various meals and beverages for Passengers to order in the cabin.

### 15-2

If Spring Japan makes arrangements for the Passenger with any third party to provide any services other than carriage by air, or if Spring Japan issues a ticket or vouchers relating to transportation or service (other than carriage by air) provided by a third party, such as ground transportation, hotel reservations or car rental, Spring Japan does so only as Passenger's agent. These Conditions of Carriage shall not apply to the third party service provider.

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**Article 16 – ADMINISTRATIVE FORMALITIES****16-1 Compliance with Applicable Laws**

A Passenger shall comply with and observe 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 Spring Japan. Spring Japan shall be liable neither for any aid, assistance, guidance or otherwise given by a representative, officer, employee or agent of Spring Japan to the Passenger, 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 failure to obtain such documents or to comply with or observe such Applicable Laws as a result of such aid, assistance, guidance or otherwise."

**16-2 Travel Documents**

(1)

(a) A Passenger shall present to Spring Japan 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 Spring Japan, if Spring Japan 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 Spring Japan and Spring Japan carry the Passenger, Spring Japan shall not be deemed to guarantee that such documents comply with Applicable Laws.

(b) Spring Japan 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.

(2) Spring Japan shall not be responsible for any loss or damage incurred by a Passenger, and the Passenger shall indemnify Spring Japan for any loss or damage incurred by Spring Japan, in connection with the Passenger's failure to comply with this Article.

**16-3 Refusal of Entry**

A Passenger shall pay the applicable fares, charges and expenses whenever Spring Japan 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. Spring Japan may apply to the payment of such fares, charges and expenses any fares and/or charges paid by the Passenger to Spring Japan for unused portion of the Ticket or any funds of the Passenger in the possession of Spring Japan.



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Spring Japan will not refund the fare collected for Carriage to the point of such refusal of entry or deportation.

#### 16-4 Administrative Formalities

Spring Japan shall not be responsible to a Passenger in any respect for its refusal of Carriage of the Passenger if Spring Japan at its reasonable discretion determines, or any Applicable Laws require, such refusal.

#### 16-5 Customs Inspection

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. Spring Japan shall not be responsible in any respect to a Passenger for his/her failure to comply with this paragraph. A Passenger shall indemnify Spring Japan for any loss or damage incurred by Spring Japan in connection with the Passenger's failure to comply with this paragraph.

### Article 17 – SUCCESSIVE CARRIERS

#### 17-1

- (1) Carriage to be performed under a Ticket or under a Ticket and any Conjunction Ticket by two or more successive Carriers shall be regarded as a single operation.
- (2) Even if Spring Japan is a Carrier issuing a Ticket or is designated as a Carrier for the first sector in a Ticket or in any Conjunction Ticket involving Carriage by successive Carriers, Spring Japan shall not be responsible for any portion operated by other Carriers, unless otherwise provided in these Conditions of Carriage.
- (3) Each Carrier's liability to compensate for damage arising in connection with a Passenger's travel shall be governed by such Carrier's Conditions of Carriage.

### Article 18 – LIABILITY FOR DAMAGE

#### 18-1

Except as otherwise provided by the Convention or Applicable Laws, Spring Japan's liability for death of, or wounding or other bodily injury to, a Passenger, delay in arrival of a Passenger and/or his/her Baggage, or any loss of or damage to any Baggage of a

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Passenger (hereinafter collectively referred to as "Damage") arising out of or in connection with Carriage or other services incidental thereto performed or provided by Spring Japan shall be as described hereinafter. If there has been contributory negligence on the part of the Passenger, Spring Japan's liability shall be subject to the applicable law relating to contributory negligence.

- (1) Spring Japan shall not be liable for any Damage in respect of Unchecked Baggage not attributable to negligence of Spring Japan. Assistance rendered to a Passenger by a representative, officer, employee or agent of Spring Japan in loading, unloading or transshipping Unchecked Baggage shall be considered as gratuitous service to the Passenger. Spring Japan will liable for the damage to Unchecked Baggage due to mistake of Spring Japan's employee or its Authorized Agents if it is proved that such damage was caused by the mistake of Spring Japan and/or its Authorized Agents.
- (2) Spring Japan shall not be liable for any Damage 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 Spring Japan's control. Spring Japan is not liable for any damage arising from compliance of the Passengers with Applicable Laws.

#### 18-2 Applicable Laws

- (1) Carriage performed by Spring Japan shall be subject to the rules and limitations relating to liability established by the Convention as applicable to the Carriage unless such Carriage is International Carriage to which the Convention does not apply.
- (2) To the extent not in conflict with the provisions of Article 18.2.(1), any Carriage and other services to be performed or provided by Spring Japan shall be subject to:
  - (a) Applicable Laws; and
  - (b) these Conditions of Carriage and SJO's Regulations, which may be inspected at any of Spring Japan's business offices and its offices in any airport from which it operates regular services.
- (3) The full name of a Carrier and its abbreviation shall be as set forth in the Carrier's regulations and such name may be expressed in an abbreviated form on a Ticket. For the purpose of application of the Convention, a Carrier's address shall be the airport of departure indicated in the line of the Ticket on which the abbreviation of the Carrier's name first appears and the Agreed Stopping Places (which may be altered by the Carrier in case of necessity) shall be those places as defined in Article 1.

#### 18-3 On the Limitation of Liability regulated in Convention

- (1) Where the Convention other than the Montreal Convention applies ;
  - (a) Spring Japan agrees in accordance with Article 22 (1) of the Convention that, as to

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all International Carriage performed by Spring Japan and as defined in the Convention:

- (i) Spring Japan shall not apply the applicable limit of liability based on Article 22 (1) of the Convention in defense 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, Spring Japan will not waive any defense to such claim which is available under Article 20 (1) of the Convention or any other Applicable Laws.
  - (ii) Spring Japan 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 defense under Article 20 (1) of the Convention up to the sum of 151,880SDR 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 Spring Japan with regard to any claim brought by, on behalf of, or in respect of any person who has willfully caused Damage which resulted in death of, or wounding or other bodily injury to, a Passenger.
  - (2) In case of International Carriage except as prescribed sub-paragraph (1), the following shall apply.
    - (a) In the case of Carriage subject to the Montreal Convention, Spring Japan's liability for Baggage shall be limited to 1,519SDR for each Passenger.
    - (b) Except as provided in the provisions of (a) above, Spring Japan'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 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 13.6.(7). In that event, Spring Japan's liability shall be limited to such higher declared value. In no case shall Spring Japan'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.
  - (3) In case the Article 18.3.(2)(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, Spring Japan's liability with respect to the undelivered or the Damage portion shall be reduced proportionately on the basis of the weight of the Baggage, notwithstanding the value of any part of the Baggage or the contents thereof.
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(4) Spring Japan 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 Spring Japan, 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 Spring Japan.

18-4

(1) Spring Japan will issue a Ticket or accepts Checked Baggage for Carriage performed by any other Carrier only as an agent of such Carrier. Spring Japan shall not be liable for any Damage which shall have occurred outside a sector the Carriage for which shall have been performed by Spring Japan. Spring Japan shall neither be liable for any Damage which shall have occurred to Checked Baggage outside a sector the Carriage for which shall have been performed by Spring Japan, except where the Passenger shall be entitled by the Convention to claim such Damage against Spring Japan in case Spring Japan is the first or the last Carrier under the relevant contract of Carriage.

(2) Spring Japan shall not be liable in any event for any consequential or special damage or punitive damages arising from Carriage complying with these Conditions of Carriage and SJO's Regulations, whether or not Spring Japan had knowledge that such damage might arise.

(3) Unless otherwise provided in these Conditions of Carriage, Spring Japan reserves any and all right of defense available under the Convention. Spring Japan 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 Spring Japan in connection with the Damage.

(4) Spring Japan 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 Spring Japan shall indemnify Spring Japan for all loss and expenses incurred by Spring Japan as a result thereof.

(5) Spring Japan 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 Spring Japan's knowledge thereof.

(6) Any exclusion or limitation of liability of Spring Japan under these Conditions of Carriage and SJO's Regulations shall also apply to any of Spring Japan's representatives, officers, employees or agents performing their respective duties and

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to any person or entity whose aircraft is used by Spring Japan for Carriage and any of its representatives, officers, employees or agents performing their respective duties. The aggregate amount of the damages payable by Spring Japan or its representatives, officers, employees or agents shall not exceed the amount of Spring Japan's limitation of liability under these Conditions of Carriage.

## **Article 19 – TIME LIMITATIONS ON COMPLAINTS**

19-1

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 Spring Japan 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 Spring Japan; or
- (3) Spring Japan had knowledge of the damage to the Passenger's Baggage.

## **Article 20 – TIME LIMITATIONS ON ACTIONS**

Any right to damages against Spring Japan 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 aircraft ought to have arrived, or from the date on which the Carriage stopped.

## **Article 21 – OVERRIDING LAW**

Any provision contained or referred to in a Ticket or in these Conditions of Carriage or SJO's Regulations shall, even if it is in violation of Applicable Laws and is invalid,

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remain valid to the extent not in conflict with Applicable Laws. The invalidity of any provision shall not affect any other provision.

#### Article 22 – MODIFICATION AND WAIVER

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

#### SUPPLEMENTARY PROVISIONS

##### Article 1 – DATE OF EFFECTIVENESS

This Conditions of Carriage shall come into effect as of December 28, 2024.