

T'way airline

# **Domestic Passenger of Carriage**

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## Page list

Page	REV NO	Revision date
Cover	4	01 FEB 2015
Record of revision	6	17 DEC 2015
Page list	6	17 DEC 2015
Table of contents-1	4	01 FEB 2015
Table of contents -2	4	01 FEB 2015
Table of contents -3	4	01 FEB 2015
<b>Chapter 1 General</b>		
1-1	10	01 JUN 2017
1-2	10	01 JUN 2017
1-3	10	01 JUN 2017
1-4	0	25 MAY 2011
1-5	0	25 MAY 2011
1-6	10	01 JUN 2017
1-7	10	01 JUN 2017
<b>Chapter 2 Flight Ticket</b>		
2-8	10	01 JUN 2017
2-9	0	25 MAY 2011
2-10	10	01 JUN 2017
2-11	10	01 JUN 2017
<b>Chapter 3 Fares and Charges</b>		
3-12	3	01 DEC 2013
3-13	0	25 MAY 2011
3-14	10	01 JUN 2017
3-15	10	01 JUN 2017
3-16	10	01 JUN 2017
<b>Chapter 4 Reservation and Change of Route</b>		
4-17	3	01 DEC 2013
4-18	10	01 JUN 2017
<b>Chapter 5 Carriage of Passengers</b>		
5-19	0	25 MAY 2011
5-20	10	01 JUN 2017
5-21	0	25 MAY 2011
<b>Chapter 6 Itinerary changes and refund charges</b>		
6-22	10	01 JUN 2017
6-23	10	01 JUN 2017

Page	REV NO	Revision date
<b>Chapter 7 Baggage</b>		
7-24	0	25 MAY 2011
7-25	0	25 MAY 2011
7-26	0	25 MAY 2011
7-27	10	01 JUN 2017
7-28	10	01 JUN 2017
7-29	1	15 JUL 2013
7-30	2	27AUG 2013
7-31	10	01 JUN 2017
7-32	0	25 MAY 2011
7-33	3	01 DEC 2013
7-34	0	25 MAY 2011
7-35	0	25 MAY 2011
<b>Chapter 8 Liability</b>		
8-36	10	01 JUN 2017
8-37	10	01 JUN 2017
8-38	10	01 JUN 2017
8-39	10	01 JUN 2017
8-40	10	01 JUN 2017
8-41	10	01 JUN 2017
8-42	10	01 JUN 2017
8-43	10	01 JUN 2017
<b>Approved by C.E.O</b>		
		

# Table of contents

## Chapter 1 General

- Article 1 (Definitions)
- Article 2 (Application of Conditions)
- Article 3 (Furnishing with Information Document)
- Article 4 (Consent of Passengers)
- Article 5 (Laws and Provisions Applicable, and Judicial Jurisdiction)
- Article 6 (Instruction of Airline Employees)
- Article 7 (Change for Flight)

## Chapter 2 Flight Ticket

- Article 8 (Issuance of Ticket)
- Article 9 (Validity of Ticket)
- Article 10 (Period of ticket validity)
- Article 11 (Extension of Ticket Validity)

## Chapter 3. Fares and Charges

- Article 12. (Applicable Fares and Charges)
- Article 13 (Round-trip)
- Article 14 (Fares of a Child and Infant)
- Article 15 (Fares and Charges for Using more than Two Seats)
- Article 16 (Tax, fee and charge)

## Chapter 4 Reservation and Change of Route

- Article 17 (Reservation)
- Article 18 (Change of Itinerary and the Name of Person Reserved, and Charge for Change)

## **Chapter 5 Carriage of Passengers**

Article 19 (Arrival at the Airport)

Article 20 (Refusal, cancellation and Limitation of Carriage)

Article 21 (Free Riding)

## **Chapter 6 Itinerary changes and refund charges**

Article 22 (Refund)

Article 23 (Itinerary changes and refund charges)

## **Chapter 7 Baggage**

Article 24 (Carriage of Baggage)

Article 25 (Baggage Inspection)

Article 26 (Unsuitable Items for Baggage)

Article 27 (Free Baggage Allowance for Passenger)

Article 28 (Free Carry-on Item)

Article 29 (Excess Baggage Charges)

Article 30 (Refund of Excess baggage Charges)

Article 31 (Carriage of Animal with Special Purpose)

Article 32 (Valuation Charges)

Article 33 (Delivery of Checked Baggage)

Article 34 (Loss of baggage Tag)

Article 35 (Disposal of Baggage without Bearer)

## **Chapter 8 Liability**

Article 36 (Liability of the Carrier)

Article 37 (Passenger's duty to cooperate)

Article 38 (Time Limitation on Claims)

Article 39 (Liability limit of airline)

Article 40 (Passenger's Liability)

Article 41 (Time Limitation)

Article 42 (Original Copy of Conditions)

## Chapter 1 General

### Article 1 (Definitions)

Definitions of terms used in the general conditions are as follows:

1. "Carriage for domestic passenger and baggage (hereafter called the "Carriage") means air transport where a point of departure, destination and stopover are located within the territory of the Republic of Korea according to the contract of carriage with passengers without regard to chargeable or free of charge conditions.
2. "Flight ticket" refers to an electronic token or a paper token recorded to the data base of airline and issued by Tway airline (hereinafter referred to as "the airline") or the agency designated by Tway airline (hereinafter referred to as "agency") for the passenger transportation on domestic airline according to the these conditions.
3. "Itinerary/Receipt" means the document issued by carrier for customers who travel with e-ticket containing name of passenger, flight number and notice.
4. "Normal fare" means the full fare established for regular service by carrier for domestic carriage.
5. "Smart fare" means the fare controlled flexibly by carrier according to the time of reservation based on normal fare.
6. "Event fare" means the special fare provided under separate conditions established by carrier for a specified period.
7. "Round-trip" means travel from one point to another, and return by the same air route, provided that this definition shall not apply to travel for which the same one way fare is established, between two points, in either direction.
8. "Baggage" means such articles, effects and other personal property of a passenger including checked and/or unchecked baggage. However, in the case of a more than reasonable quantity of the same article, it will be regarded that the articles are for commercial purpose and will not be considered baggage if there is no valid reason.
9. "Checked baggage" refers to the baggage that the airline has received and issued a baggage ticket for the goods that the passenger has submitted with the valid ticket at the time of travel.
10. "Unchecked baggage" means baggage other than checked baggage.
11. "Excessive baggage" means baggage exceeding the allowance of free baggage (in weight or number of baggage) as established by carrier.
12. "Baggage tag" means tags issued for carriage of checked baggage by carrier.
13. "Passengers grouped" means a group of passengers with more than 10 persons who are travelling the same route at the same time, and whose reservation is made as a group in advance.
14. "Adult" means a passenger aged 13 and older.
15. "Child" means a passenger aged from 2 to 12.
16. "Infant" means a passenger aged 2 and under.

17. "Airport service charge" refers to the fee charged by a government authority or airport operator to collect from passengers.

## **Article 2 (Application of Conditions)**

1. These Conditions of Carriage shall apply to all domestic carriage of passengers and baggage including all services incidental thereto except as excluded by applying Conditions of Carriage for international passengers and baggage. However a separate contract is applied to chartered carriage as a priority and these conditions are applied to ones not stated in the contract on chartered carriage.

2. In case of signing a special contract for specific provisions of these conditions, the contract comes first than these conditions.

3. Carriage of passenger and baggage must comply with the conditions for carriage and relevant provisions effective on the date of departure.

4. Carrier has a right to exclude all or some of these conditions based on a separate definition for free of charge carriage.

5. Under the provisions of Clause 1, in case of accepting carriage based on the chartered carriage contract, it is considered to agree on applying these conditions.

6. Conditions of carriage and relating rules are subject to change. However, they shall be noticed before change using reasonable presentation such as displaying at Carrier's homepage.

## **Article 3 (Furnishing with Information Document)**

The airline shall arrange the following documents in the business place of the operator, internet homepage or the place accessible by air traffic user for air transportation user's reading in accordance with the decree of the Ministry of Land, Infrastructure and Transport.

A. Tariff

B. Terms of Carriage

C. Relevant documents for damage relief plan and damage relief application

## **Article 4 (Consent of Passengers)**

Passengers who purchase a domestic flight ticket shall be considered as accepting the conditions and provisions defined.

## **Article 5 (Laws and Provisions Applicable, and Judicial Jurisdiction)**

1. These conditions are translated by the law of the Republic of Korea, and the ones not defined in the conditions and relevant provisions are complying with the law of the Republic of Korea.

2. Legal actions relevant to carriage performed based on these conditions shall have the court of



the Republic of Korea as jurisdictional court and litigation procedures are subject to the law of the Republic of Korea without regard to the party with a right to request compensation or whether there is a legal basis for the claim.

### **Article 6 (Instruction of Airline Employees)**

Passengers shall observe the instructions or demands by the employee of airline with regard to enplaning, deplaning and any other acts or conducts at the airport and on board the aircraft, and to loading, unloading and custody of baggage.

### **Article 7 (Change for Flight)**

1. The carrier can take the following measures without notice due to stipulations of the law: government regulations and orders, request of instruction, breakdown of equipment (Aircraft and all other facilities required for operating the aircraft are included), bad weather, natural disasters, dispute, strike, riot, war, hostilities, instability of international relationship, embargo, airport problem, aircraft access problem, unexpected maintenance for safety, workforce, lack of fuel or equipment, workforce relevant issues, and other irresistible conditions.

- A. Change of flight schedule
- B. Cancellation of flight
- C. Suspension of flight operation
- D. Change of a point of departure and destination
- E. Emergency landing
- F. Limitation of the number of passengers to carry
- G. Random unload of all or part of the baggage
- H. Emergency measure for protecting life, health and property of passengers

2. When the case of paragraph 1 occurs, the Airline shall not be liable for any damages other than the refund of fare or charge which can be applied to the non-boarding passages of passengers according to Paragraph 3 of Article 22 of this Agreement. However, in case of default or delays in transportation due to negligence which is liable to indemnity by airline intention or other laws, Airline shall reimburse in accordance with the standards set forth in this Agreement and related laws.

## **Chapter 2 Flight Ticket**

### **Article 8 (Issuance of Ticket)**

1. The airline shall issue the ticket by the credit terms in which the passenger pay the prescribed

fare or specified separately by the airline.

2. Passenger shall provide the information required to the air ticket issuance such as name, sex and contact to the airline.

### **Article 9 (Validity of Ticket)**

1. Flight ticket shall only be used by the person whose name is stated on the ticket, and shall not be transferred to others.

2. The carrier shall not be liable for losses and damages incurred to third parties or passengers themselves due to wrongful use of ticket or false information written on transport documents.

3. Ticket issued to transport for a specific period is effective only for the period or route which the fare was issued.

4. Ticket is effective only if it satisfies conditions of delivery (As for paper document, the conditions are written on the document) recorded in database of the carrier.

### **Article 10 (Period of ticket validity)**

The ticket of which total portion is not used shall be valid one year from the date of issuance and it shall be valid one year from the first starting date when the trip is started.

### **Article 11 (Extension of Ticket Validity)**

1. Notwithstanding the provisions of Article 10, if extension of ticket validity is requested prior to its expiration due to the following reasons, it can be extended for the ticket.

A. Notwithstanding the provisions of Article 10, if extension of ticket validity is requested prior to its expiration due to the following reasons, it can be extended for the ticket.

B. In the events of cancellation of flight due to circumstances of the airline, inability to provide passenger's confirmed seat, inaccessibility at the point in which start or arrival is scheduled, or normal flight based on flight timetable are not available, until the point in which normal flight will be available,

C. When a passenger is prevented from traveling by reason of illness and disability, and the person provided evidence for the reason, it can be extended until the person is well enough to travel.

2. In the case of C, paragraph 1 the validity of the ticket period of the person actually accompanying the passenger shall be also extended by airline.

## **Chapter 3. Fares and Charges**

### **Article 12. (Applicable Fares and Charges)**

1. Passenger fares and charges shall be in accordance with Carrier's rates and tariffs.
2. Published fares and charges apply only for carriage from the airport of origin to the airport of destination.
3. If a fare or total amount of fares and charges is calculated to be an amount ending in a smaller than 100 KRW, that amount may be rounded up to 100 KRW.
4. Applicable fares and charges shall be calculated in accordance with the fares and charges of departure date in effect on the date in which a passenger purchases a ticket.
5. In the event of a voluntary change to the originating flight such that the fares and charges shall be recalculated, difference of fares and charges shall be refunded or collected.

### **Article 13 (Round-trip)**

Round-trip fares shall be calculated by adding each one-way fare.

### **Article 14 (Fares of a Child and Infant)**

1. An infant who does not require a seat and accompanied by an adult is free of charge for each adult.
2. For over one child, among infants, the children who occupy seats separately, or infants accompanied by one adult, the child fare shall be applied and charged. But in case of promotional events or some smart fares, the child discount shall not be applied.

### **Article 15 (Fares and Charges for Using more than Two Seats)**

If a passengers arrange two or more seats for simultaneous use due to physical disability or any other reason through the advance reservation and the branch of airline, The fare which is the same with the seat purchased by passenger shall be 100% collected for each extra seat.

### **Article 16 (Tax, fee and charge)**

Taxes, service fees and other charges incurred by governments, airport operators and airlines from passengers shall be charged and collected in addition to the fare and charges established by the airline.

## Chapter 4 Reservation and Change of Route

### Article 17 (Reservation)

1. A reservation for space on a given flight is valid when the availability and allocation of such space is confirmed, and the reservation shall be made from the date of announcing reservation schedule.
2. The ticket will be purchased right after making a reservation. But separate guidelines will be applied to grouped persons.
3. Reservation via website and **reservation center** is only available until 2 hours prior to the departure time.
4. If customers do not purchase tickets by the time set by the airline, its reservation will automatically be canceled without notice as regarded that there is no intention of boarding.

### Article 18 (Change of Itinerary and the Name of Person Reserved, and Charge for Change)

1. When a passenger wants to change travel dates, flight number, route or destination stated on the ticket, the change can only be made at website and **reservation center** until 2 hours prior to departure time. After the time, the change shall be made at the branch of the airport if there are available seats in accordance with these conditions and relevant provisions.
2. If a change is made at a passenger's request, change charges shall be collected from the passenger in accordance with Carrier's policy. (Revision, 12/01/2013) In the case of grouped passengers, 5,000KRW for each person for a one-way trip is assessed 6 days prior to departure time to departure time, and 20,000KRW is assessed to changes after departure time.
3. In case of individual passenger, passenger change is not allowed. But in case of group passenger, passenger change on certain numbers of passenger is allowed after their fees are charged.
4. If a passenger requests a spelling change, it is allowable after fee is charged only in the category where the passenger can be judged to be the same person.
5. In the case of cancellation of flight due to reasons other than the circumstances of the passenger, inability to provide the confirmed seat, delay of the flight, and inability to land at the scheduled port, the airline may take any of the following actions:
  - A. Passengers and baggage should be transported to the destinations by other air flight which can provide the seat, or other transportations without charging fee.
  - B. Travel date, flight and route may be changed at the request of passengers.
  - C. Refund may be provided in accordance with Clause 3 of Article 22 of these conditions and relevant provisions.

## **Chapter 5 Carriage of Passengers**

### **Article 19 (Arrival at the Airport)**

1. A passenger should complete check-in and boarding procedures with enough time prior to departure of confirmed flight, and the carrier may refuse a passenger to board who did not complete the procedure (Seat assignment and check-in of baggage) 20 minutes prior to departure.

2. The carrier shall not delay departure time while waiting for a passenger to complete boarding procedure, and it shall not be liable for the passenger other than providing a refund in accordance with Clause 2 of Article 22.

### **Article 20 (Refusal, cancellation and Limitation of Carriage)**

#### 1. Right to refuse carriage

A. The carrier may refuse or cancel to make a reservation or carry passengers at the request of relevant government agency or by law.

B. The carrier may refuse carriage of a passenger or make a passenger get off at a layover in case of the followings: 1) If required for the safety of flight.

2) If changes are made for the flight as defined in Article 7 of these conditions.

3) If independent travel is considered by the carrier to be difficult for a passenger without a support of others for the reasons of age, disability or mental problems.

4) If there is a concern of negative impact on others' travel.

5) If there is a possibility to cause a risk or create a harmful situation to other passengers or objects.

6) Passengers who could disturb safe and comfortable flight of others, or who use violence to flight attendants, or make an unreasonable request causing negative impact on the in-flight services may be on the black list of the carrier to refuse carriage. If informed in advance via paper document, the carrier may refuse to carry the passenger.

7) In case that may damage the safety of flight or other passenger by a person who acts as a threatening, aggressive acts, abusive or insulting words during ticketing or check-in process.

C. If the carrier requests to check the identity of a passenger, the person should follow. In the case of refusal without valid reason, the carrier may reject to carry the passenger.

D. When an oversold and the reason attributable to Tway airline results the shortage of allowable flight loading, Tway can induce passengers to voluntarily postpone their flight.

Despite the efforts of Tway Airlines to minimize involuntary boarding delays, when non-voluntary boarding passengers occur due to lack of voluntary boarding passengers, the boarding delay passengers should be selected in the order of the airline staff not required for the flight, passengers whose reservation is not confirmed, and the passengers whose reservation is confirmed. But in this case, the transportation vulnerabilities such as passengers accompanied with

infants, the disability and pregnant women, etc., are not selected.

Non-voluntary boarding passenger shall be compensated according to the provisions of the transport default of consumer dispute resolution standard.

When the allowable flight loading of Tway is inevitably reduced due to force major which can't be predictable in advance, the minimum passenger or goods can be specified to satisfy the changed allowable flight loading. But in this case, boarding delay passengers should be selected in the order of the airline staff not required for the flight, passengers whose reservation is not confirmed, and the passengers whose reservation is confirmed.

## 2. Conditional carriage

A. If mental and physical conditions are considered to harm or cause risk to a passenger, carriage, the carrier is not liable for injury, disease, disability or other results (Death included) caused by age, and mental and physical conditions.

B. Passengers such as disabled person, pregnant woman, sick person or passengers who require special assistance from a airline, or passengers who use an electric wheelchair, must inquire to the airline in advance through the **reservation center** or homepage to confirm availability of the airline's services. However, if the service is not available due to the lack of airline machinery and manpower, providing service may inevitably be restricted.

## 3. In-flight actions

A. The carrier may take a measure to discontinue actions of a passenger including detention if the passenger acts as follows. The passenger may be taken at a certain place during the flight or refused to use airline, and a lawsuit may be filed for the following actions in the cabin:

- 1) In the event of causing risks to the aircraft, passengers or loaded property
- 2) In the event of refusing instructions or request of flight attendants for in-flight actions (Smoking, drinking, and others including taking drugs)
- 3) In the event of causing discomfort, anxiety, damage or injury of flight attendants or other passengers

B. The passenger shall be fully liable for losses incurred as a result of his/her actions of 1).

## **Article 21 (Free Riding)**

Each of the following cases shall be defined as a violation of regulations so that 20 times of the normal fare will be collected from a passenger.

1. In the event of riding with an invalid ticket, forged ticket, ticket with name of another or lost ticket.
2. When a passenger reports another passenger who is in violation of wrongly riding, that passenger is subject to a discount for domestic flight.

## Chapter 6 Itinerary changes and refund charges

### Article 22 (Refund)

1. Refund for an unused ticket will be made in accordance with the following conditions.
  - A. Refund application shall be made within the period of validity of the ticket, except as otherwise expressly provided.
  - B. Any person who applies for a refund must request a refund in accordance with our regulations and procedures by using our homepage, [reservation center](#) or airport branch. However, if the ticket is purchased through the agency, the refund will be performed based on the rules and procedures of the relevant agency.
  - C. Refund will be made to the person named on the ticket or any other person whom Carrier specially admits to be entitled to the refund. Refund of the ticket issued by a credit card or debit card will be made only to the commercial card account of the person to whom such card was issued, and it will be made by canceling transaction or wire transferred to relating bank account.
  - D. Refund made in accordance with this rule to a person representing himself as the person named or designated in the document presented for refund will be a receive refund, and the carrier will not be liable to the designator for another refund.
  - E. If there is a fee to collect from a passenger, the amount is deducted from the refund amount.
2. In case of ticket of which refund has never been used due to the circumstance of passenger, the amount in which refund fee and service fee is deducted should be refunded to the self or its heir, in case of ticket of which some part is used, the amount the fare that applies to already used interval, refund charge, service charge are deducted should be refunded. In case of refund due to the death or illness of passenger or immediate family, the refund charge might be exempted when the relevant evident documents are submitted.
3. Refund due to the reasons other than passenger's request such as cancellation of a flight, inability to provide confirmed seat, inability to access, delay of a flight, omission of scheduled port of call, or the reasons stated in Article 7 and 20 of these conditions is made as follows. However, damages and losses of a customer due to the reasons stated in Clause 1 of Article 7 and Article 20 shall be compensated in accordance with the criteria of consumer dispute settlement established by Korea Fair Trade Commission.
  - A. If no portion of the ticket has been used, the fare paid and total amount are refunded.
  - B. If carriage is suspended in the middle of carriage to destination point, fare and charges valid on the date of suspension will be refunded. But, if replacement is provided, refund will not be made.

### Article 23 (Itinerary changes and refund charges)

1. Passengers who do not board a confirmed flight due to their own circumstances must notify the itinerary change or the cancellation of confirmation to the homepage, [reservation center](#) or the airport branch until the expected flight departure time.
2. If the passenger changes the itinerary or cancels the confirmation due to passenger's circumstances, the fee separately specified by airline should be collected.

3. In case of the request for itinerary change or the cancellation of confirmation after departing time, other than fee, reservation cancellation fee shall be additionally collected.

## **Chapter 7 Baggage**

### **Article 24 (Carriage of Baggage)**

It is required that checked baggage should be carried with a passenger via the same flight. But, if there is a reason for the carrier, the baggage may be carried via another flight which can carry baggage with the passenger onboard.

### **Article 25 (Baggage Inspection)**

The carrier can check passenger baggage in the presence of the passenger or a third party assigned by the passenger if it is required for security or other reasons.

### **Article 26 (Unsuitable Items for Baggage)**

1. Following items shall not be considered as baggage of a passenger, unless otherwise provided by the carrier as approved.

A. Items whose load is prohibited at the request of the government or by law.

B. Items considered causing risk to passengers or property.

C. Items whose packing is not properly done or with possibility of damage during carriage.

2. Bills, securities, jewelry, antique, document or other precious items should not be carried as checked baggage.

### **Article 27 (Free Baggage Allowance for Passenger)**

1. A passenger shall receive a free baggage allowance not to exceed 15 kilograms.

2. Carry-on baggage should be small enough to fit under the seat or overhead bin. In the event that the sum of the three dimensions of baggage exceeds 115 centimeters and/or the weight is more than 10 kilograms, the piece of baggage will not be allowed as free baggage. If size, weight or number of baggage is excessive, it is considered as a checked baggage.

3. Wheel chair used for the disabled himself is considered as a checked baggage.

4. The checked baggage allowance of the child or infant who paid the fare is the same as the passenger who paid the adult fare.

5. In case of children specified by paragraph 1, Article 14 of this agreement, the regulations of



paragraph 4 of this article and the article 28 shall not be applied. But the free transportation is allowed only for one item such as fully foldable stroller, infant cradle or infant car seat.

### **Article 28 (Free Carry-on Item)**

1. Except for the cases specifically prohibited or restricted by laws, government orders or directions, the following items may be carried on board for free, in addition to paragraph 2, Article 27 provided that the passenger keeps them.

- A. One briefcase
- B. One laptop or small electronic device (MP3, PMP, etc.)
- C. One handbag or cosmetic case
- D. One blanket or coat
- E. Reading materials
- F. Food for infants
- G. One guide dogs for the vision and hearing impaired
- H. Crutches, artificial hand and leg of the disabled

Items except for the ones described above shall not be carried aboard, unless otherwise provided by law, order of government agency and regulation of carrier.

2. Items other than the ones in Clause 1 cannot be carried onboard except when allowed by law, order of government agency or regulation of carrier.

### **Article 29 (Excess Baggage Charges)**

1. Baggage exceeding the free baggage allowance set forth in Article 27 shall be charged excess baggage charges and will be issued a baggage tag.

2. When calculating a total weight of excess baggage, if a weight is 0.5 kg and over but less than 1 kg, it shall be rounded up to 1 kg. However, if it is under 0.5 kg, it shall not be calculated to a total weight.

3. Special baggage such as sports equipment will be subject to additional charges according to the T'way Air baggage policy.

### **Article 30 (Refund of Excess baggage Charges)**

1. If a passenger cancelled the carriage of baggage by 20 minutes prior to departure time, the full amount paid by the passenger will be refunded.

2. If a passenger cancelled the carriage of baggage after the time prescribed above in Clause 1, excess baggage charges are not refunded. However if carriage contract with a passenger was not performed either partially or totally, exceptions are allowed.

### **Article 31 (Carriage of Animal with Special Purpose)**

1. Guide dogs for vision or hearing impaired people will be carried as a free baggage allowance under the following conditions.

A. Accompanied by a passenger but not required to have a seat.

B. It should not make a negative impact on other passengers and safety of flight

C. The carrier shall not be liable for damages such as disease, injury or death of a guide dog during flight unless caused by a mistake of the carrier.

2. A pet accompanied by a passenger can only be transported on board if the following conditions are satisfied.

A. Pets are limited to dogs, cats or birds.

B. Pets should be carried with a pet case. Domesticated birds shall be carried with a case, and the case should be covered by a black cloth.

C. Pursuant to this paragraph, regardless of the passenger's free baggage allowance, the excess baggage charge shall be separately collected for the pet animal to be transported, depending on the total weight of the animal and container. However, the total weight of a pet including its container can't exceed 5kg when using paper case, 7kg when using soft / hard case, and the transportation may be refused in case of exceeding the relevant weight limit.

D. If pets cause a negative impact on others' comfortable travel such as smell or disturbance, measures may be taken by using sleeping pills otherwise the carrier may refuse to carry the pet.

3. With respect to Clause 1 and 2, if the pet has harmed property of others, the passenger shall be liable for compensation.

### **Article 32 (Valuation Charges)**

The carrier shall not apply valuation charges in principle. If a passenger wants to record valuation charges the person may be rejected for carriage.

### **Article 33 (Delivery of Checked Baggage)**

1. Checked baggage will be delivered to the bearer of the baggage only in the event of baggage tags returned to the carrier.

2. Baggage is delivered at the destination point on the baggage tag. However, it can be handed over at the place of departure at the request of a passenger, if applicable.

3. The carrier shall not be liable for checking whether a person with a baggage tag is the bearer of baggage or not, and the damages caused by not unchecking it.

4. If the carrier needs to deliver baggage according to this provision, the baggage is considered to be delivered in a proper condition unless otherwise an objection is requested by bearer of baggage based on Article 37 in paper.

### **Article 34 (Loss of baggage Tag)**

For a passenger who lost their baggage tag, the carrier may hand over the baggage if he is verified as the rightful bearer and guarantees compensation for the possible damage on the carrier.

### **Article 35 (Disposal of Baggage without Bearer)**

If there is no request from a passenger for the baggage after a week after arrival, the carrier may dispose of the baggage via proper methods. However, perishable food and items may be disposed after 24 hour from delivery time.

## **Chapter 8 Liability**

### **Article 36 (Liability of the Carrier)**

1. The airline shall be liable for damages caused by death or injury of passengers only when an accident which caused the damage occurred on board or during getting on and off.
2. The airline shall be responsible for damages caused from the loss or damage of the checked baggage only when it occurred on board or during the period when the checked baggage is under the management of the airline. Provided that such damages shall not be indemnified to the extent that such damages are caused by native faults, special characteristics or hidden defects of the checked baggage.
3. The foregoing provisions of Clause 1 and 2 above, the liability of Carrier shall not exceed the limitation set forth in Korean Commercial Law.
4. Except for the case otherwise provided by applicable law, Death, injury, delay, breakage or other natured damages (hereinafter referred to as "damage") related to the transportation or other services incidental thereto provided by the airline, shall follow the regulations of Article 38.
5. The airline shall be liable for the loss or breakage of passenger's carry-on baggage only when such a damage is caused by intention or negligence of the airline. The loading of carry-on baggage or the following services performed by airline employees shall be regarded as acts to just honor the passenger.
6. The carrier shall not be liable for damage of baggage or injury of a passenger caused by his own baggage and items. Also if damage occurs to other passengers' baggage and/or property of the carrier due to a passenger's item, the passenger should compensate for the damages.
7. The carrier shall not be liable for direct and indirect losses and punitive damages regarding carriage based on conditions of carriage without regard to whether the carrier has been notified of the losses in advance.
8. The airline shall be liable for damage caused by the destruction or loss of the carriage only when the damage occurs during air transportation (including the period when the transporter manages the carriage, hereinafter the same in this Article). However, when the airline proves that the damage or loss of the carriage occurred due to the following reasons, it shall not be

responsible for.

A. When damage occurs due to accident or mistake caused by native defects, special properties or hidden defects of carriage or customers,

B. In case of inadequate packaging or incomplete sign of a carrier performed by the person other than an airline or its agent or its user.

C. War, riot, civil war or armed clash

D. Acts of public authorities related to immigration, inspection and custom clearance of carriage

E. Force majeure not mentioned in paragraph A ~ D paragraph

9. The liability of the preceding paragraph shall not exceed the limit of 1,131 SDR specified in Article 38.

10. The foregoing provisions of Clause 1 and 2 above, Carrier shall not be liable for damage if it proves that it and its servants and agents took all measures that could reasonably be required to avoid the damage or that it was impossible for it or them to take such measures.

11. All the regulations on exemption or liability limit of airline of this agreement and applicable Tariff shall be applied to all of the parties including agent, employees and representatives of the airline, and to the owner, his agents, employees and representatives of aircraft used by the airline for carriage.

### **Article 37 (Passenger's duty to cooperate)**

1. Passengers on board shall not do any of the following acts for safe flight and travel of aircraft and passengers.

A. Disturbances such as loud singing, verbal abuse.

B. Smoking (the smoking in the smoking area excluded)

C. Drinking, taking drug and giving harm to others

D. Using electronic devices during flight in violation of Article 73 of the 「Aviation Safety Act」

E. An action to try to enter cockpit without permission of captain

F. An action to disturb the task of captain forcibly.

2. Passengers shall not do any action of, assault, intimidation and threatening which can hinder the safety and flight of aircraft or any manipulation on exit, device.

3. Passengers shall not occupy the aircraft or hold a sit-in in the aircraft without getting off the aircraft after landing.

4. Passengers in an aircraft must obey the fair operational instructions by captain to prohibit the action to inhibit the safety and flight of aircraft.

5. When passengers actually do or there is a risk that passengers do any of actions ranging A to F, paragraph 1 in flight, the captain should try to prevent in advance by warning or stopping such an action.

6. The airline may refuse the boarding of the person who falls under any of the following subparagraphs.

A. A person who actually makes disturbances due to drinking or has a risk of it.

B. A person who has been requested or notified not to allow boarding the aircraft due to the risk of harming the safety of the aircraft from national or international organizations or international organizations which take charge of aviation security.

C. A person specified by decree of Ministry of Land, Infrastructure and Transport to have the risk to harm the safe flight of aircraft.

### **Article 38 (Time Limitation on Claims)**

1. The time limit of passenger's appeal for checked baggage is as follows.

A. If the passenger finds any loss or breakage to the checked baggage, such a passenger shall notify in written or in electronic form of the summary to the airline without delay after receiving the checked baggage. However, if the loss or damage is not immediately noticeable, the notice should be sent within 7 days from the date of receipt of the checked baggage. If checked baggage is delayed, the passenger must file a complaint within 21 days from the date when passenger can dispose the checked baggage.

B. If checked baggage is delayed, the passenger must file a complaint within 21 days from the date the checked baggage must have been delivered.

C. When the carriage has any loss or damage, or it is doubtful, the airline and the passenger shall provide the necessary conveniences for the inspection of the carriage.

2. The claim for damaged checked baggage of the passenger shall be submitted in written within the period specified in paragraph 1, and if there is no notice or objection within such a period, it is assumed that the checked baggage is delivered to the passenger without loss or damage, the passenger can't file the complaint.

### **Article 39 (Liability limit of airline)**

1. Carriage hereunder is subject to the rules relating to liability and limitations established by the Korean Commercial Law.

2. If Carrier proves that the damage, including, but not limited to, was caused or contributed to by the negligence or other wrongful act or omission of the person claiming compensation, Carrier shall be wholly or partly exonerated from its liability to the claimant to the extent that such negligence or wrongful act or omission caused or contributed to the damage.

3. For damage sustained in case of death or bodily injury of a passenger not exceeding 113,100 SDRs for each passenger, Carrier shall not be able to exclude or limit its liability.

4. The compensation liability is exempted when any of followings are proved. Damage exceeding the amount 113,100 SDR per a passenger was not incurred by mistake, illegality or omission by airline, user or agency or the damage was incurred only by the mistake, illegality or omission by the third party.

5. In case of the lawsuit, the exchange rate which is effective to the judgment date of the final court shall be applied for exchange rate of the SDR, in case other than lawsuit, the exchange rate which is effective to the date when the damage amount was settled.

6. When the airline is liable for damages such as breakage or loss of passenger's baggage, the liability for damages shall be limited up to 1,131 SDR per passenger.

7. In no case Carrier's liability shall not exceed the amount of proven damage. All claims are subject to proof of actual loss suffered by the passenger.

8. The compensation for the liability of the airline shall be paid to Tway Airline, Korea.

#### **Article 40 (Passenger's Liability)**

If the carrier is damaged due to passenger's mistake or by not complying with these established conditions and provisions, the passenger shall compensate the carrier for the loss.

#### **Article 41 (Time Limitation)**

Regardless of the reason of claim, the lawsuit related to the carrier's liability shall be raised within two years from the date to arrive at the destination airport, the date when the aircraft should have arrived or the date when the transport stopped. The passenger's right to file the claim against Tway is extinguished since such a period.

#### **Article 42 (Original Copy of Conditions)**

Original copy of "General conditions of carriage for domestic passenger and baggage" is the Korean document.

#### **Article 43 (Title)**

Title of each provision of these conditions is for reader's convenience and is not included as part of the conditions.