

T'way
GENERAL CONDITIONS OF CARRIAGE
FOR INTERNATIONAL PASSENGER AND BAGGAGE

[Revised on 25 JAN 2018]



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ARTICLE 1 (DEFINITIONS)

As used in these conditions of carriage, terms shall be defined as follows.

1. "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 trip, and unless specified otherwise, it includes both checked and unchecked baggage. However, in the case of transporting a large quantity of the same article, it will be regarded to have a commercial purpose and will not be considered baggage unless there is a special ground.
2. "Baggage Tag" means a token issued by the carrier solely for the purpose of identification of the checked baggage, and consists of baggage check attached to the checked baggage and baggage claim handed to the passenger.
3. "Carriage", which is equivalent to transportation, means carriage of passenger and/or baggage by air, gratuitously or for reward.
4. "Carrier" means air carrier and includes the air carrier issuing the ticket and all air carriers that carry the passenger and/or his/her baggage thereunder, or perform or undertake to perform and other services related to such air carriage.
5. "Checked Baggage" means the baggage held by the carrier for shipping and the baggage with a baggage claim ticket issued by the carrier.
6. "Adult" means a passenger aged 13 and older.
7. "Child" means a passenger aged from 2 to 12.
8. "Infant" means a passenger aged 2 and under.
9. "Consequential Damage" means damages that suffered by passengers at their own expense and other verifiable damage due to as a result of damage, loss or delay of the personal belongings.
10. "CIRCLE TRIP" means travel from a point and return there to by a continuous, circuitous air route; provided that where no reasonable direct scheduled air route is available between two points, a break in the circle may be traveled by any other means of transportation without prejudice to the circle trip.
11. "CONJUNCTION TICKET" means two or more tickets concurrently issued to a passenger and which constitute a single contract of carriage.
12. "CONVENTION" means the Convention for the Unification of Certain Rules Relating to International Carriage by Air, signed at Warsaw, October 12, 1929, (hereinafter called the "Warsaw Convention") or that Convention as amended at the Hague, September 28, 1955 (hereinafter called the "Warsaw

Convention as amended at the Hague, 1955"), or Convention for the Unification of Certain Rules for International Carriage by Air, signed at Montreal on May 28, 1999 (hereinafter called the "Montreal Convention"), whichever may be applicable.

13. "DAYS" means calendar days, including Sundays and legal holidays; provided that for the purpose of notification, the day upon which the notice is dispatched shall not be counted; and that for purpose of determining duration of validity, the balance the day upon which the ticket is issued, or flight commenced shall not be counted.
14. "DAMAGE" includes death, injury, delay, loss or other damage of whatsoever nature arising out of or in connection with carriage or other services performed by carrier incidental thereto.
15. "DESTINATION" means the ultimate stopping place according to the contract of carriage. In the case of round trip or circle trip, the destination is the same place as the point of origin.
16. "FLIGHT COUPON" means the portion of the Passenger Ticket that indicates particular places between which the coupon is good for carriage.
17. "INTERNATIONAL CARRIAGE" (Except when the Convention is applicable) means any carriage in which, according to the contract of carriage, the place of departure, and any place of landing are situated in more than one country. As used in this definition, the term "country", which is equivalent to "state", includes all territory subject to the sovereignty, suzerainty, mandate, authority, or trusteeship thereof.
18. "T'way Air" means T'way Air Corporation.
19. "MISCELLANEOUS CHARGES ORDER (referred to as "MCO" hereafter)" means a document issued by a carrier or its agent, requesting issue of an appropriate Passenger Ticket and Baggage Check or provision of services to the person named in such document.
20. "OPEN-JAW TRIP" means travel which is essentially of a round trip nature but the outward point of departure and inward point of arrival and/or outward point of arrival and inward point of departure of which are not the same
21. "PASSENGER" means any person, except members of the crew, carried or to be carried in an aircraft with the consent of Carrier.
22. "PASSENGER COUPON" means that portion of the Passenger Ticket constituting the passenger's written evidence of the contract of carriage.
23. "PASSENGER TICKET" means those portions of the ticket issued by carrier which provide for the carriage of the passenger.

24. "ROUND TRIP", which is equivalent to a return journey, means travel from one point to another and return by the same air route used outbound whether or not the fares outbound and inbound be the same, or travel from one point to another and return by an air route different from that used outbound, for which the same normal through, one-way fare is established.
25. "Normal fare" means the full fare established for regular service by carrier for domestic carriage.
26. "Smart fare" means the fare controlled flexibly by carrier according to the time of reservation based on normal fare.
27. "Event fare" means the special fare provided under separate conditions established by carrier for a specified period.
28. "STOPOVER" which is equivalent to a break of journey, means a deliberate interruption of a journey by the passenger, agreed to in advance by the carrier, at a point between the place of departure and the place of destination.
29. "TARIFFS" means T'way Air's fares, rates and charges for international carriage of passengers and baggage and related rules and regulations, which are made part of these Conditions of Carriage.
30. "TICKET" means the "Passenger Ticket and Baggage Check" or Electronic Ticket including all flight, passenger and other coupons therein, issued by carrier or on our behalf, which provides for the carriage of the passenger and his/her baggage.
- A. "ELECTRONIC TICKET" means the Itinerary/Receipt issued by the carrier or on its behalf, the Electronic Coupons.
- B. "ELECTRONIC COUPON" means an electronic flight coupon or other value document held in T'way Air's data base.
- C. "ITINERARY/RECEIPT" means a document or documents T'way Air issue to Passengers travelling on Electronic Tickets that contains the Passenger's name, flight information and notices.
- D. "TO VALIDATION" means to stamp or write on the passenger ticket an indication that the passenger ticket has been officially issued by carrier.
31. "UNCHECKED BAGGAGE", which is equivalent to hand luggage, is baggage other than checked.
32. "Excessive baggage" means baggage exceeding the allowance of free baggage (in weight or number of baggage) as established by carrier.
33. "PREPAID TICKET ADVICE (PTA)" means the notification by teletype, commercial wire or mail that a person in one city has requested issuance of prepaid transportation as described in the authority, to a person in another city. Carrier may collect a service charge for the issuance of a PTA according to the applicable tariffs.

34. "United States of America," unless specified otherwise, means the area composed of 50 federal states, District of Columbia, Puerto Rico, Virgin Islands, American Samoa, Baker Island, Guam, Howland Island, Jarvis Island, Midway Island, Northern Mariana Islands, Palmyra Island, Saipan, Swains Island, Wake Island and such.
35. "Force Majeure" means unusual and unforeseeable circumstances beyond your control, the consequences of which could not have been avoided even if all due care had been exercised. (Revised 22JUN, 2015)
36. "Check-in Deadline Time" means the time set by the airline for which passengers must complete boarding passes and baggage handling.

ARTICLE 2 (APPLICATION OF CONDITIONS)

1. General

Nothing in these Conditions of Carriage and other applicable tariffs modifies or waives any provision of the Convention.

2. Applicability

To the extent not in conflict with the Convention and except as excluded by T'way Air's conditions in relation to carriage wholly on its own domestic services, these Conditions of Carriage shall apply to all carriage of passenger and baggage including all services incidental thereto, performed by T'way Air at fares, rates and charges published in connection with these Conditions of Carriage.

3. Gratuitous Carriage

With respect to gratuitous carriage, T'way Air reserves the right to exclude the application of all or any part of these Conditions of Carriage.

4. Charter Agreement

Carriage of passengers and baggage performed pursuant to a charter agreement with T'way Air shall be preferably subject to such charter agreement, and any others not specifically provided in the charter agreement shall be subject to these Conditions of Carriage. The passenger, by accepting carriage pursuant to a charter agreement and a carriage is performed thereunder, shall be regarded as having agreed to said agreement and these Conditions of Carriage, whether or not he has concluded the charter agreement with T'way Air.

5. Effectiveness

All carriage of passengers and/or baggage shall be subject to these Conditions of Carriage and other applicable tariffs in effect on the date of commencement of carriage covered by the first flight coupon of the ticket.

6. Change

Conditions of carriage and relating rules are subject to change by applicable laws, government regulations, orders and requirements. However, they shall be noticed before change using reasonable presentation such as displaying at Carrier's homepage.

7. Code shares

On some services T'Way air has arrangements with other carriers known as "Code Shares". This means that even if passengers have a reservation with T'Way air and hold a ticket where T'Way air's name or airline designator code (TW) is indicated as the carrier, another carrier may operate the aircraft.

For carriage of passengers and baggage using flights operated by T'way by the Joint Operational Agreement, these Conditions of Carriage shall apply.

However, T'way air Code Share partners may, in their discretion, apply different rules as to the following (including, but without limitation). In that case, T'way Air will advise passengers of the T'way Air Code Share partner's rules:

- A. Check-in procedures and time limits
- B. Carriage of passengers with special care
- C. Fare of infants
- D. Free baggage allowance and Excess baggage charges
- E. Special baggage

ARTICLE 3 (TICKET)

1. General

A ticket will not be issued and in any case T'way Air will not transport the passenger until the passenger has paid the applicable fare or has complied with credit arrangement established by T'way Air.

2. Validity of Ticket

A. When validated, the ticket is good for carriage from the airport at the place of departure to the airport at the place of destination via the route shown therein and for the applicable class of service and is valid for the period of time specified or referred to in Subparagraph B below. Each flight coupon will be accepted for carriage on the date and flight for which accommodation has been reserved. When flight coupons are issued on "open-date" basis, accommodations will be reserved upon application, subject to the availability of space. The place and date of issue are set forth on the flight coupons.

B. A ticket is valid for carriage for one year from the date of issuance of the ticket. If A ticket issued at normal fare is valid for carriage for one year from the date of commencement of carriage, or if no portion of the ticket is used, from the date of issuance of the ticket

C. The period of validity of Miscellaneous Charges Order will be one year from the date of issuance. A Miscellaneous Charges Order must be presented for a ticket within one year from the date of issuance; otherwise it will not be honored for a ticket.

D. Tickets expire at midnight on the date of expiration of ticket validity. Travel on the last continuous portion by the last flight coupon of the ticket must be commenced prior to midnight of the date of expiration but may continue beyond, unless otherwise provided in applicable tariffs.

E. An expired ticket or Miscellaneous Charges Order will be accepted for refund in accordance with Article 11.

F. The booking class printed on the ticket must be identical with the class indicated by the respective PNR. Passenger holding ticket which fails to meet the above condition may be denied from boarding or, may board only after paying predetermined surcharges.

3. Extension of Ticket Validity

A. Notwithstanding Article 2 Clause 3 above, the validity of a ticket will be extended by T'way Air without additional collection of fare as follows.

1) For no longer than 30 days beyond the original limit when T'way Air:

- A) cancels or postpones the flight where the seat of the passenger is confirmed during the period of validity;
- B) omits a scheduled stop which is the passenger's place of departure, place of destination or place of stopover;
- C) fails to operate a flight reasonably according to schedule;
- D) cause the passenger to miss a connection;
- E) substitutes a different class of services; or
- F) is unable to provide previously confirmed spaces.

2) For no longer than 7 days beyond the original limit, when a passenger who holds a ticket valid for one year is unable to obtain space at time of application to T'way Air.

B. When a passenger is prevented from travelling by reason of illness.

Unless otherwise provided in applicable tariffs, when a passenger is prevented from travelling within the period of validity of the ticket by reason of illness (but not pregnancy), T'way Air will extend the period of validity of such passenger's ticket until the date when the passenger becomes fit to travel according to a medical certificate, or until the first service on which space is available in the class for which the fare has been paid after such date from the point where the journey is resumed or from the last connecting point. Provided that, when the flight coupons remaining in the ticket having a one year validity involve one or more stopovers, the validity of such ticket will be extended for not more than 3 months from the date shown on the certificate. In such circumstances, T'way Air will extend similarly the period of validity of ticket of other members of the passenger's immediate family accompanying an incapacitated passenger.

C. When a passenger dies en route, the validity of the tickets of the accompanying immediate family or other persons accompanying the passenger maybe extended by not more than 45 days after the date of death.

D. When a ticket is sold at a special fare containing minimum-stay requirements, the minimum-stay requirement will be waived on presentation of a death certificate or a copy thereof for passengers who are;

1) members of the immediate family of a passenger who dies en route, or

2) other persons actually accompanying a passenger who dies en route.

E. If a passenger holding a special fare ticket with a minimum-stay requirement desires to commence the return travel before the expiry of the minimum-stay period owing to the death of an immediate family member not accompanying the passenger, and a death certificate or a copy thereof is not immediately available, the passenger will be entitled to a refund of the additional amounts paid to permit earlier return, on presentation of a death certificate attesting to the death of such family member after the passenger's commencement of travel.

Note: The same provisions will apply to immediate family member(s) accompanying the passenger.

4. Coupon Sequence

A. Tickets must be used in the order specified on the ticket from the departure area.

B. If not used in the order specified on the ticket, the ticket cannot be accepted for carriage and is refunded.

5. Absence, Loss or Irregularities of Ticket

T'way Air will refuse carriage to any person not in possession of a valid ticket.

In case of loss or nonpresentation of the ticket or the applicable portion thereof, carriage will not be furnished for that part of the trip covered by such ticket or portion thereof until the passenger purchases another ticket at the current applicable fare for the carriage to be performed.

T'way Air will not accept a ticket if any part of it is mutilated or if it has been altered or erased by other than carrier or if it is presented without the passenger coupon and all unused flight coupon.

Notwithstanding the foregoing, T'way Air will issue at the passenger's request a new ticket to replace the lost one upon receipt of proof of loss satisfactory of T'way Air and may collect a service charge or handling fee, and if the circumstances of the case in T'way Air's opinion warrant such action; provided that the passenger agrees, in such form as may be prescribed by T'way Air, to indemnify for any loss or damage which T'way Air may sustain by reason thereof.

6. Non-Transferability

A ticket is not transferable, but T'way Air shall not be liable to the person entitled to receive such refund

for honoring or refunding such ticket when presented by someone other than the person entitled to be transported thereunder or to a refund in connection therewith.

If a ticket is in fact used by any person other than the person to whom it was issued, with or without the knowledge and consent of the person to whom it was issued, T'way Air will not be liable for death or injury of such unauthorized person or for the loss, destruction, damage, or delay of such unauthorized person's baggage or other personal property arising from or in connection with such unauthorized use.

7. Transferability

If specified on the ticket, the event ticket especially issued by the company may have the user changed, and the use of the ticket is not available for those other than the changed user.

ARTICLE 4 (FARES, CHARGES AND ROUTINGS)

1. Applicable Fares and Charges

- A. Except as otherwise provided in applicable tariffs, applicable fares and charges for carriage governed by these Conditions of Carriage and other applicable tariffs are those duly published by T'way Air, and shall be those in effect on the date on which full payment is made, for travel on the specific dates and journey shown on the ticket. When the fares or charges collected are not the applicable fares or charges, the difference will be refunded to or collected from the passenger, as may be appropriate. In the event of a voluntary change to the originating flight, the fares and charges for the passenger's journey shall be recalculated in accordance with the fares and charges in effect on the date on which the change is made and is reflected on the ticket.
- B. Published fares apply only for carriage from the airport at the point of origin to the airport at the point of destination and do not include ground transfer service within airport areas or between airports or between airport and downtown except where applicable tariffs specifically provide that such ground transfer service will be furnished without additional charge.
- C. Except as otherwise provided in applicable tariffs, direct fares published in tariffs take precedence over any combination of intermediate fares applicable to the same class of service between the same points.
- D. Except as otherwise provided in applicable tariffs, fares published in tariffs entitle the passenger to occupy one seat of the applicable class. If the passenger reserves two seats in advance, twice the applicable fare must be charged.

2. Routings

Except as otherwise provided in applicable tariffs, fares apply in either direction and only to routings published in connection therewith. If there is more than one routing at the same fare, the passenger, prior to issuance of the ticket, may specify the routing, and in respect to any open-date portion of such ticket, may specify an optional routing; if no routing is specified, T'way Air may determine the routing.

3. Payment of Fares and Charges

Subject to currency exchange laws, government regulations and acceptability to T'way Air, payment of fares and charges may be made in a currency other than the currency in which the fare or charges is published.

A. The rate of exchange established by T'way Air will be used to convert the published fare or charge into the selling currency unless otherwise provided in applicable tariffs.

1) The exchange rate of the central bank of that country

2) SDR

B. When Payment is made in other currency than KRW

Except as otherwise provided by law or government, if the public fare or charge is converted into foreign currency for the purpose of issuing ticketing or toll collection, the exchange rate applied by T'way Airline is the buying rate of bank-to-customer and the final exchange rate of each Monday is used as a weekly from Tuesday to Monday of next week.

1) The rate of Friday of the previous week shall be used from Tuesday of the week to Monday of the following week in case Monday is bank holiday.

2) Applicable bankers' buying rate of the day on which refund application is accepted by T'way Air shall be used when the ticket or charge paid for in foreign currency is refunded in KRW.

3) Applicable bankers' buying rate of issuing day shall be applied only to KRW amount to be collected additionally when ticket reissuance results in collection of additional charge.

C. Applicable bankers' selling rate or buying rate mentioned above means bankers' selling or buying rate of Monday of the week which shall be used by T'way Air from Tuesday of the week to Monday of the following week.

D. In case the fluctuation of exchange rate is greater than 1% compared to the previous day despite Subparagraph C above, the new changed exchange rate shall be used for the 1 week period beginning from the next day.

4. Tax, fee and charge

Applicable taxes, fees (including service fee), charges not included in the fare imposed by government or by airport or by authorities or by Airline shall be collected from a passenger in addition to the applicable fares and/or charges by Carrier..

ARTICLE 5 (REVISED ROUTINGS, FAILURE TO CARRY AND MISSED CONNECTIONS)

1. Changes Requested by Passenger

- A. At a passenger's request, T'way Air will effect a change in the routing (other than point of origin), carrier(s), class(es) of service, destination, fare or validity specified in an unused ticket, flight coupon(s) or Miscellaneous Charges Order by issuing a new ticket or by endorsing such unused ticket, flight coupon(s) or Miscellaneous Charges Order, provided that.
- 1) T'way Air issued the original ticket or Miscellaneous Charges Order;
 - 2) T'way Air is the carrier designated in the " via carrier " box, or no carrier is designated in the " via carrier " box, of the unused flight coupon or Miscellaneous Charges Order for the first onward carriage from the point on the route the change is to commence; however, where the carrier who issued the ticket is designated as carrier for any subsequent section(s) and has an office or general agent who is authorized to make endorsement, at the point on the route where the change is to commence where the passenger makes his/her request for such change, T'way Air shall obtain such issuing carrier's endorsement; or
 - 3) T'way Air has received written or telegraphic authority to do so from the carrier entitled to effect the change
- B. When the rerouting results in a change of fare, the new fare and charges shall be calculated as provided in the applicable tariffs.
- C. In the case of a ticket or Miscellaneous Charges Order issued pursuant to a Prepaid Ticket Advice, the authorization to make endorsement shall not apply to the carrier issuing such document but shall remain with the carrier issuing the Prepaid Ticket Advice.
- D. The expiration date of any new ticket issued for a revised routing will be limited to the expiration date that would have been applicable had the new ticket been issued on the date of sale of the original ticket or MCO.

2. Involuntarily Revised Routings

- A. In the event T'way Air cancels a flight, fails to operate a flight reasonably according to schedule, fails to stop at a point to which the passenger is destined or is ticketed to stopover, is unable to provide previously confirmed space, or the passenger is refused carriage or removed in accordance with Article 8 Clause 1, T'way Air shall either.

- 1) carry the passenger on another flight of T'way Air on which space is available;
- 2) endorse to another carrier or other transportation service the unused portion of the ticket for the purpose of rerouting; or
- 3) make involuntary refund in accordance with Article 11 Clause 4.

B. In the event a passenger misses an onward connecting flight of T'way Air on which space has been reserved for him because the delivering carrier did not operate its flight according to schedule, or changed the schedule of such flight, the delivering carrier will arrange for the carriage of the passenger or make other arrangements and T'way Air shall not be liable for such missed connection.

C. An involuntarily rerouted passenger shall be entitled to retain the free baggage allowance applicable to the fare originally paid. This provision shall apply even though the passenger may be transferred from a First class service to an Economy class service and is entitled to a fare refund.

ARTICLE 6 (RESERVATIONS)

1. General

A ticket will be valid for the flight(s) for which reservation(s) shall have been made, and only between the points named on the ticket or applicable flight coupons. A passenger holding an unused open-date ticket or portion thereof or Miscellaneous Charges Order, or who wishes to change his/her ticketed reservation to another date shall not be entitled to any preferential right with respect to the obtaining of reservations.

2. Conditions of Reservations

A. A reservation for space on a given flight is valid when the availability and allocation of such space is confirmed by reservations agent of T'way Air and a record of the confirmed space is reflected in T'way Air's reservation system. Whenever a passenger fails to purchase a ticket for the reserved space by the time fixed by T'way Air, T'way Air will cancel the reservations at any time without notice.

B. Booking a seat for a flight does not mean a designation for a specific seat in the aircraft.

3. Communication Charges

The passenger will be charged for any communication charge paid or incurred by T'way Air for telephone, telegraph, radio or cable arising from a special request of the passenger concerning a reservation.

4. Arrival of Passengers at Airports

Passengers must arrive at the airport or other departure point with sufficient time to complete departure procedures and check-in until the time specified by T'way Airlines. . If the passenger fails to arrive at such airport or other point of departure by the established time limits or appears improperly documented and is not ready to travel, T'way Air will cancel the space reserved for him. Departure will not be delayed for passenger who arrives at airport or other point of departure too late for such formalities to be completed before scheduled departure time. T'way Air is not liable to the passenger for loss or expense due to passenger's failure to comply with this provision

- A. The passenger must arrive at the boarding gate by the specified time at the time of seat assignment.
- B. In case the passenger fails to arrive at the boarding gate by the specified time, the designated seat may be cancelled.
- C. T'way Air shall not bear responsibility for the damage or expenses of the passenger incurred by non-compliance of these provisions.

5. Cancellation of Reservations

- A. If a passenger fails to occupy space which has been reserved for him, T'way Air will cancel all other reservations held by such passenger for continuing or return space.
- B. If the passenger cancels the seat reserved by his/her circumstances, the airline will collect the cancellation fee stipulated separately by the airline.
- C. If the cancellation is requested after the check-in process of the scheduled flight has been completed, the cancellation fee and a No SHOW fee will be collected separately.

6. Personal Data

The passenger or his/her agent should recognize that personal data has been given to T'way Air for the purposes of: making a reservation, purchasing a ticket, obtaining ancillary services, facilitating immigration and entry procedures, and making available such data to government agencies. For these purposes the passenger authorizes T'way Air to retain and use such data and to transmit it to its own offices, authorized agents, government agencies, other carriers or the providers of the above-mentioned services.

ARTICLE 7 (LIMITATIONS OF CARRIAGE)

1. T'way Air may refuse to carry, cancel the reserved space of, or remove en route any passenger when, in the exercise of its reasonable discretion.
 - A. Such action is necessary for reason of safety;
 - B. Such action is necessary to prevent violation of any applicable laws, regulations or orders of any state or country to be flown from, into or over;
 - C. The conduct, age or mental or physical condition of the passenger is such as to;
 - 1) require special assistance of T'way Air or
 - 2) cause discomfort or make himself objectionable to other passenger, or
 - 3) involve any hazard or risk to himself or to other persons or to property, or
 - D. The passenger refuses on request to produce positive identification or
 - E. The passenger refuses to permit search of his/her person or property for explosives or a concealed, deadly or dangerous weapon or articles
 - F. The passenger has been notified in writing that he/she will be refused carriage for inflicting damage on or disrupting other passengers' comfort and safety or, displaying any act of violence to any T'way Air employee or making repeated improper claims during business transactions resulting T'way Air's inability to provide a public service
2. 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 vulnerables 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.

3. T'way Air will make refund as provided in Article 11.4 for the unused portion of the ticket of a passenger so refused carriage or removed en route for any reason specified in the foregoing Paragraphs.

4. In-Flight Actions

A. In case a passenger performs the actions below, T'way Air may take the measures reasonably deemed necessary including physical detainment to stop such activity. Such passenger may be dismissed from the aircraft at a certain point during operation or be denied to continue the travel, and may be legally held responsible due to the actions within the aircraft.

- 1) The action involves any hazard or risk to aircraft, persons onboard, or properties onboard;
- 2) The reasonable direction/request of a flight attendant for all activities (including but not limited to smoking, drug use) in-flight is refused;
- 3) The person causes discomfort, inconvenience, damage or injury to other passenger or flight attendants
- 4) Such passenger shall bear responsibility regarding the damage incurred as the result of the above activities.

5. The use of electronic devices (including but not limited to mobile phone, television, computer, recorder, radio, CD player, electronic game unit, electronically controlled toy, transmitter/receiver) that may influence safe operation of aircraft may be prohibited or limited.

ARTICLE 8 (BAGGAGE)

1. Checked Baggage

- A. Nothing contained in these Conditions of Carriage shall entitle a passenger to have his/her baggage checked on a journey for which T'way Air does not offer facilities for checking of baggage.
- B. Upon delivery to T'way Air of baggage to be checked, T'way Air will insert in the ticket or system the number of pieces and weight of the checked baggage. (This means the issuance of baggage receipt) In addition, T'way Air will issue, for identification purpose only, a baggage tag for each piece of baggage so delivered and covered by the baggage check. All checked baggage must be properly packed in suitcases or similar containers in order to ensure safe carriage with ordinary care in handling.

2. Carriage of Baggage

- A. Checked baggage will be carried on the same aircraft as the passenger in principle.
- B. When inevitable due to load amount, T'way Air will carry the checked baggage on the next flight on which space is available.
- C. T'way Air reserves the right to refuse the loading or transport of any baggage in which its owner is not the name listed on the ticket or boarding pass, and furthermore T'way Air reserves the right to claim all losses and expenses resulting from said baggage against its owner and the passenger who presented the baggage to T'way Air to be checked.

3. Inspection of Baggage Contents

For reasons of safety and security, T'way Air has the right, but not the obligation, to verify the contents of baggage in the presence of passenger the contents of his/her baggage, and in the case of unaccompanied baggage, to open and examine such baggage whether or not the passenger is present. The existence or exercise of such right shall not be construed as an agreement, expressed or implied, by T'way Air to carry such contents as would otherwise be precluded from carriage.

4. Delivery of Baggage

- A. The checked baggage, according to the Conditions of Carriage, immediately upon returning to T'way Air the baggage identification bag issued for the corresponding baggage and all arrears have been paid to T'way Air, will be returned to the holder of the baggage identification tag. T'way Air does not have the obligation to confirm whether the holder of the baggage identification tag is the lawful right holder to collect the baggage, and will not bear any responsibility for the loss, damage or expenses incurred directly or indirectly due to not confirming this. Except for specified otherwise in Subparagraph C below, baggage shall be delivered to the destination written on the baggage identification tag.
- B. In case the person requesting to collect the baggage does not fit what is specified in above Subparagraph A, T'way Air will deliver the baggage under sufficient guarantee that T'way Air is exempt and will be compensated for the damage that may be caused to T'way Air by the delivery of such Baggage upon request of T'way Air.
- C. As long as it does not violate the governmental provisions and all situations permit, checked baggage may be delivered at the departure location or at a stopover location under the same conditions as specified in Subparagraph A above. In this case, T'way Air is not responsible for refunding the charges paid for the carriage of such baggage.
- D. The collection of baggage by the holder of the baggage identification tag without the written objection at the time of collection constitutes sufficient evidence to regard the collection as having been conducted according to the Conditions of Carriage with the baggage being in a fine state.

5. Items that are restricted in carriage as baggage

- A. The passenger must not include what may cause danger to the aircraft, human lives or properties or easily fragile during air carriage, inappropriately wrapped or items prohibited by the laws, regulations or orders to the departure location, connection locations and the destination country in the baggage. In case the baggage is inappropriate for air carriage in its weight, shape, size or property due to the judgment of T'way Air, and T'way Air, before departure or during carriage, may refuse the carriage for whole or part of such baggage.
- B. **Fragiles, perishables, money, jewelery, silverware, marketable securities, securities, valuables, samples, or documents are not accepted as shipping as checked baggage.**
- C. **The company is not responsible for damages in checked baggage of passengers if following products are included in the baggage.**

- 1) Easily breakable products and perishables
- 2) Instruments not placed in hard cases
- 3) Medical drugs and supplements related to health
- 4) High priced private electronics and data such as laptop, desktop, cellular phone, camcorder, and MP3

6. Free Baggage Allowance for Passengers A. When travel is not to / from points in the USA, the US territories

- 1) Free baggage allowance for passengers paying adult fare can be free transported to 15KG. However, any event fares that do not provide free check baggage allowances are excluded.
- 2) The checked baggage allowance of the child or infant who paid the fare is the same as the passenger who paid the adult fare.
- 3) Free checked baggage allowance for infants not occupying seats is one baggage below 10KG. Separately, one of the portable strollers, walkers, car seat and infant cradles is accepted as free baggage.
- 4) In addition to the checked baggage allowance provided for in above Paragraphs, incapacitated passengers may carry free of charge one wheelchair and/or other assistive devices they are dependent upon.
- 5) Limitations on size and weight may be enforced due to security and safety regulations

B. When travel is to /from points in the U.S.A

- 1) Passengers paying the adult fare shall be allowed as the checked baggage allowance two pieces of baggage of which the weight of each bag does not exceed 23kilograms.
- 2) The checked baggage allowance of the child or infant who paid the fare is the same as the passenger who paid the adult fare.
- 3) Infants not entitled to a seat shall be allowed one baggage with a maximum weight of 10 kilograms and in addition one checked or carry-on fully collapsible stroller/walking-chair or infants carrying basket or infants car seat , which may be carried in the passenger cabin subject to the availability of space.

4) In addition to the checked baggage allowance provided for in above Paragraphs, incapacitated passengers may carry free of charge one wheelchair and/or other assistive devices they are dependent upon.

5) Limitations on size and weight may be enforced due to security and safety regulations

C. Each piece of other baggage below must have total dimensions of 203cm at most regardless of its actual dimensions, and exceeding such free baggage allowance shall be subject to the applicable excess baggage charge.

1) One suitably packed bicycle (single seat touring or racing bicycle, non-motorized) provided that handlebars are fixed sideways and the pedals are removed

2) One ski set (one pair of snow skis with one pair of ski poles and one pair of ski boots)

3) One water ski, event-use water ski

D. Pooling of free baggage allowance

When two or more passengers, travelling as one group to a common destination or point of stopover by the same flight, present themselves and deliver their baggage to T'way Air at the same time and place, the passengers shall be permitted, upon request, a total free baggage allowance equal to the combination of their individual free baggage allowance. Baggage weight in excess of the combined free baggage allowance shall be subject to excess baggage charges.

7. Unchecked Baggage: Carry-on Items

A. This will be limited to one per person, and will be for placing in closed overhead rack or under the passenger's seat with maximum dimensions (the sum of the three dimensions of all such carry-on items) not more than 115cms and weight of not more than 10 kilograms, and such will be separated as carry-on items only when they are placed in the passenger's sole custody.

B. T'way Air will limit the acceptance of carry-on items for carriage in passenger cabin to conform with security regulations or others.

C. Guide dogs accompanying sight/hearing impaired passengers together with containers and food, will be carried free of charge in addition to the normal free baggage allowance.

8. In-Flight Animals

T'way Air shall not service live animals (AVIH), in-flight carry-on animals (PETC) in principle.

9. Excess Baggage Charge

- A. Certain baggage which exceeds the allowances set forth in Clause 6 above will be accepted for transportation only upon payment of excess baggage charges in effect on the date of issuance of excess baggage ticket by T'way Air unless specified otherwise in the applicable tariff.
- B. If the free baggage allowance is exceeded, the weight of less than 1 Kg and more than 0.5 Kg shall be increased to 1Kg, and the weight of less than 0.5 kilograms shall not be calculated.
- C. The special baggage such as sport equipment will be subject to the additional baggage charges to the T'way air baggage policy.

10. Excess value charges

The airlines does not apply valuation charges. Transportation service may be rejected on customers who wish to report valuation charge.

11. When passenger's route is changed or transportation is cancelled, regulation on additional charge or refund is identically applied to excess baggage charge.

12. Payment of Baggage Charge

T'way Air will not carry baggage until the passenger has paid all applicable charges or has complied with credit arrangements established by T'way Air.

13. Collection of Baggage by T'way Air

Unless there is a separate provision in this Conditions of Carriage, when a passenger presents a ticket valid for the carriage on a flight of T'way Air, or a flight related to T'way Air and 1 or more other carriers, T'way Air shall collect the baggage checked by the passenger for carriage on such flight specified on such ticket within the specified time by T'way Air. However, T'way Air shall not collect the baggage in the following cases.

- A. Baggage checked for carriage to a point not on route or a destination other than noted on the

ticket;

- B. Baggage checked for carriage to the stopover location;
- C. Baggage checked for carriage between points of loading to an airline that does not have a concluded solidary carriage agreement with T'way Air or has a different conditions for baggage carriage;
- D. Baggage checked for carriage between points over the interval without reservation;
- E. Baggage checked for carriage between points where the arriving airport of the passenger and the departing airport of the connection flight are different;
- F. Baggage checked for carriage between points where the return of whole or part of the baggage is desired by the passenger; or
- G. Baggage checked for carriage between two points over the interval where the applicable charge has not been paid for.

ARTICLE 9 (SCHEDULES, DELAYS AND CANCELLATIONS OF FLIGHTS)

1. Schedules

The times shown in timetables or elsewhere are approximate and T'way Air may be obliged to change the time of flights, open for reasons beyond T'way Air's control, and consequently, times in timetables or elsewhere are not guaranteed, and thus form no part of the contract of carriage. Schedules are subject to change without notice and T'way Air assumes no responsibility for making connections. T'way Air will not be responsible for errors or omissions either in timetables or other published schedules.

2. Cancellations

A. T'way Air may, without notice, substitute alternate carrier or aircraft.

B. T'way Air may, without notice, cancel, terminate, divert, postpone or delay any flight or the further right of carriage or reservation of traffic accommodations and determine if any departure or landing should be made, without any liability except to refund in accordance with these Conditions of Carriage the fare and charges for any unused portion of the ticket.

1) because of any fact beyond its control (including, but without limitation, meteorological conditions, acts of God, force majeure, strikes, riots, civil commotions, embargoes, wars, hostilities, disturbances, or unsettled international conditions), actual, threatened or reported, or because of any delay, demand, condition, circumstances or requirement due, directly or indirectly, to such fact;

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

3) because of any government regulations order, demand or requirement; or

4) because of shortage of labor, fuel or facilities, or labor difficulties of T'way Air or others.

In the event T'way Air fails to operate a flight or delays its air transportation service by purpose or mistake, the compensation shall be implemented by T'way Air according to the related provisions of General Conditions of Carriage, applicable tariffs, regulations or law.

C. T'way Air may cancel the right or further right of carriage of the passenger and his/her baggage upon refusal of the passenger, after demand by T'way Air, to pay the fare or portion thereof so demanded, or to pay any charge so demanded and assessable with respect to the baggage of the passenger, without being subject to any liability therefore except to refund, in accordance with these Conditions of Carriage, the unused portion of the fare and charge(s) previously paid, if any.

ARTICLE 10 (REFUNDS)

1. General

Refund by T'way Air for an unused ticket or portion thereof Miscellaneous Charges Order will be made in accordance with the following conditions, except as otherwise provided in Paragraph 6 below.

- A. Application for refund should be made during the period of validity of the ticket or Miscellaneous Charges Order, and T'way Air will refuse refund when application therefor is made more than 60 days after expiration date of the ticket or Miscellaneous Charges Order.
- B. Person requesting refund must surrender to T'way Air all unused flight coupon(s) of the ticket of Miscellaneous Charges Order.
- C. Except as provided below, refund will be made to the person named as the passenger on the ticket or Miscellaneous Charges Order.

1) Refund of tickets or Miscellaneous Charges Orders issued.

- A) pursuant to a Prepaid Ticket Advice will be made to the person who paid T'way Air for them,
 - B) under the Universal Air Travel Plan will be made to the account of subscriber against whose Air Travel Card they were issued,
 - C) against a Government Transportation Request will be made to the government agency which issued the Government Transportation Request,
 - D) against a commercial credit card will be made only to the commercial credit card account of the person to whom such credit card had been issued,
- 2) If, at the time of purchase, the purchaser designates a person to whom refund shall be made, refund will be made to the person so designated.
- 3) If, at the time of application for refund, satisfactory evidence is submitted that a company purchased the ticket or Miscellaneous Charges Order on behalf of its employee, or the travel agent had made refund to its client, T'way Air will refund directly to the employee's company or the travel agent, respectively.

- D. Refund made in accordance with this rule to a person representing himself as the person, company or travel agent named or designated in the document presented for refund will be a valid refund and T'way Air will not be liable to the true person for another refund.

E. T'way Air may refuse refund on a ticket which has been presented to government officials of a country or to T'way Air as evidence of intention to depart therefrom unless the passenger establishes to T'way Air's satisfaction that he has permission to remain in the country or that he will depart therefrom by another carrier or conveyance.

2. Currency

All refunds will be subject to government laws, rules, regulations or orders of the country in which the ticket or Miscellaneous Charges Order was originally purchased and of the country in which the refund is being made. Subject to the foregoing provisions, refunds will normally be made in the currency in which the fare was paid, or in lawful currency of Korea or of the country where the refund is made or in the currency of the country in which the ticket or Miscellaneous Charges Order was purchased, in an amount equivalent to the amount due in the currency in which the fares were originally collected.

3. Refund Handling

T'way Air will make refunds through its respective branch or sales offices

4. Involuntary Refund

A. For the purpose of this paragraph, the term "Involuntary Refund" means any refund made because the passenger is prevented from using the carriage provided for in his/her ticket because of cancellation of flight, or inability of T'way Air to provide previously confirmed space, or substitution of a different type of equipment or class of service by T'way Air, or missed connections, or postponement or delay of flight, or omission of scheduled stop, or refusal to carry under conditions prescribed in Article 8 Clause 1.

B. The amount of an involuntary refund will be as follows.

1) When no portion of the trip has been made, the amount of refund will be the amount of fare paid.

2) When a portion of the ticket has been made, the amount of refund will be the amount computed as shown in A and B below, whichever is higher

A) Either an amount equal to the one-way fare less the same rate of discount, if any, that was applied in computing the original one-way fare (or on round trip or circle trip tickets,

one half of the round trip fare less the same rate of discount, if any) 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

B) The difference between the amount of fare paid and the amount of fare for the transportation used

5. Voluntary Refund

A. The term "Voluntary Refund", for the purpose of this Paragraph, means any refund of a ticket or Miscellaneous Charges Order other than "Involuntary Refund" as defined in Paragraph 4 above.

B. The amount of a voluntary refund will be as follows.

1) When no portion of the ticket has been used, the amount of refund will be the amount of fare paid, less any applicable service charges or cancellation fees

2) When a portion of the trip has been made, the amount of refund will be the difference, if any, between the full amount of fare paid and the amount of fare and charges applicable between the points between which the ticket has been used, less any applicable service charges or cancellation fees.

C. When the refunding of any portion of ticket would result in such ticket having been used between points where carriage of traffic is prohibited, the refund, if any, shall be determined in accordance with Subparagraph B (2) above as if such ticket had been used to a point beyond which the refunding would not result in the violation of T'way Air's operating rights.

6. Lost Ticket

As T'way Air issues electronic ticket by principle, it is impossible to lose a ticket. Also, there is no special re-issuance. If MCO is lost, the special guidelines of T'way Air shall be applied by making a request to the airport branch or reservation service, reservation management team.

ARTICLE 11 (GROUND TRANSFER SERVICES)

Except as otherwise specified in applicable tariffs, T'way Air does not maintain, operate or provide ground transfer service within airports or between airport and downtown. Except where ground transfer service is directly operated by T'way Air, it is agreed that any such service is performed by independent operators who are not and shall not be deemed to be agents or servants of T'way Air. Anything done by an employee, agent or representative of T'way Air in assisting the passenger to make arrangements for such ground transfer service shall in no way make T'way Air liable for the acts or omissions of such an independent operator. In cases where T'way Air maintains and operates for its passengers such ground transfer services, the terms, conditions, rules and regulations of T'way Air, including (but without limitation) those stated or referred to in their tickets, baggage checks and baggage valuation agreements shall be deemed applicable to such ground transfer services. No portion of the fare shall be refundable in the event ground transfer services are not used.

ARTICLE 12 (IMMIGRATION PROCEDURES)

1. Compliance with Regulations

The passenger is responsible for obtaining all required travel documents and visas and for complying with all laws, regulations, orders, demands and travel requirements of countries to be flown from, into or through which he transit. T'way Air shall not be liable for the consequences to any passenger resulting from his/her failure to obtain such documents or visas or to comply with such laws, regulations, orders, demands, requirements or instructions.

2. Passports and Visas

- A. The passenger must present all exits, entry and other documents required by laws, regulations, orders, demands or requirements of the countries concerned. T'way Air will refuse carriage to any passenger who has not complied with applicable laws, regulations, orders, demands or requirements, or whose documents do not complete. T'way Air is not liable to the passenger for loss or expense due to the passenger's failure to comply with this provision, and if damage is caused to T'way Air because of passenger's failure to comply with this provision, the passenger shall indemnify T'way Air therefor.
- B. Subject to applicable laws and regulations, the passenger agrees to pay the applicable fare whenever T'way Air, on government order, is required to return a passenger to his/her point of origin or elsewhere due to the passenger's inadmissibility into a country, whether of transit or of destination. T'way Air will apply to the payment of such fares any funds paid to T'way Air for unused carriage, or any funds of the passenger in the possession of T'way Air. The fare collected for carriage to the point of refusal of entry deportation will not be refunded by T'way Air.

3. Customs Inspection

If required, the passenger must attend inspection of his/her baggage, checked or unchecked, by customs or other government officials. T'way Air accepts no responsibility toward the passenger if the latter fails to observe this condition. If damage is caused to T'way Air because of the passenger's failure to observe this condition, the passenger shall indemnify T'way Air therefor.

4. Government Regulations

No liability shall attach to T'way Air if T'way Air in good faith reasonably determines that what it understands to be applicable law, government regulation, demand, order or requirement requires that it refuse and it does refuse to carry a passenger.

ARTICLE 13 (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 14 (LIABILITY OF CARRIERS)

1. Successive Carriers

Carriage to be performed under one ticket or under a ticket and any conjunction ticket issued in connection therewith by several successive carriers is regarded as a single operation. Even if T'way Air 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, T'way Air shall not be responsible for any portion operated by other carriers, unless otherwise provided in these Conditions of Carriage. 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.

2. Laws and Provisions Applicable

A. Carriage hereunder is subject to the rules relating to liability and limitations established either by the Warsaw Convention or by the Warsaw Convention as amended at the Hague, 1955, or by the Montreal Convention as applicable to the carriage unless such carriage is not International Carriage to which the Convention applies. For the purpose of the International Carriage governed by the Montreal Convention, the liability rules set out in the Montreal Convention are fully incorporated herein.

B. To the extent not in conflict with the provisions of Subparagraph A above, all carriage and other services performed by T'way Air are subject to.

1) Applicable laws (including national laws implementing the Convention or extending the rules of the Convention to carriage which is not "international carriage" as defined in the Convention), government regulations, orders and requirements

2) These Conditions of Carriage and applicable tariffs, regulations and timetables (but not the times of departure and arrival therein specified), which may be inspected at any of its offices and in any airport from which it operates regular services.

C. Carrier's name may be abbreviated in the ticket and a list giving the full name and its abbreviation of each carrier is set forth in applicable tariffs. Carrier's address shall be the airport of departure shown opposite the first abbreviation of carrier's name in the ticket; and for the purpose of the Convention, the agreed stopping places are those places, except the place of departure and the place of destination, set forth in the ticket or shown in carrier's timetables as scheduled stopping places on the passenger's route.

3. Scope of Liability

Except as the Convention or other applicable law, the liabilities of T'way Air are as follow.

- A. Regarding any death, injury, delay, loss or claim of whatsoever nature (hereinafter in this Conditions of Carriage collectively referred to as "damage") arising out of or in connection with carriage or other services performed by T'way Air incidental thereto, T'way Air is liable for damages in case such damages are proved to have been caused by the negligence or willful fault of T'way Air and any liability T'way Air has for damage will be reduced by any negligence on passenger's part which causes or contributes to the damage, except as otherwise provided in Subparagraph D. 2) of this Article.
- B. Under no circumstances will T'way Air be liable for damage to unchecked baggage not attributable to the negligence of T'way Air. Assistance rendered to the passenger by T'way Air's employees in loading, unloading or transshipping unchecked baggage shall be considered as gratuitous service to the passenger.
- C. T'way Air is not liable for any damage directly and indirectly arising out of compliance with laws or with government regulations, orders or requirements, or from failure of the passenger to comply with same, or out of any cause beyond T'way Air's control.
- D. With respect to carriage performed by T'way Air when claims are made by passengers of T'way Air or members of their family, except any claim made by or on behalf of any other party, T'way Air's liability shall be limited as follows.
 - 1) As to any claim arising out of death of or, wounding or other bodily injury to, a passenger, T'way Air shall not invoke the limitation of liability in Article 22 (1) of the Warsaw Convention as amended at the Hague, 1955.
 - 2) As to any claim arising out of death of or, wounding or other bodily injury to, a passenger, T'way Air shall not avail itself of any defense under Article 20 of the Warsaw Convention as amended at the Hague, 1955 with respect to that portion of such claim which does not exceed 113,100 SDRs.
 - 3) Except as otherwise provided in Subparagraphs (1) and (2) hereof, T'way Air reserves all defenses available under the Convention to any such claim. T'way Air also reserves all rights of recourse against any other person, including without limitation, rights of contribution and indemnity.
 - 4) Despite the Subparagraphs (1) and (2) hereof, T'way Air reserves all rights available under the Convention Article 20 (1) and Article 22 (1) in respect of claims made by public social

insurance or similar bodies. However, U.S. Social Agencies shall be an exception.

5) The sum mentioned in terms of SDR above shall mean the Special Drawing Rights as defined by the International Monetary Fund. Conversion of the sum into national currencies shall, in case of judicial proceedings, be made according to the exchange rate of such currencies applicable on the date of final judgment by the court, or, in case of other than judicial proceedings, according to the exchange rate of such currencies applicable on the date when the damages to be paid is agreed upon.

E. The foregoing waiver limitation of liability notwithstanding Subparagraphs D (1) and (2) above, shall not apply with respect to any claim made by, on behalf of, or against any passenger or person who has willfully caused the death, wounding or other bodily injury of passenger. As to such claims, T'way Air reserves the right to assert all defenses available under the Convention and other applicable law.

F. In any event liability of T'way Air for delay of the passenger shall not exceed the limitation set forth in the Convention.

G. In the case of checked baggage, T'way Airline liability for damage, loss or delay of baggage shall be not less than 250 French gold francs per Kg or their equivalent (US \$ 20.00), and 5,000 French gold francs per person for carry-on baggage or other personal belongings or their equivalent (US \$ 400.00) is the limitation.

The liability of T'way Air is limited to 1,131 SDRs for Checked and unchecked baggage where the Montreal Convention applies to your journey in no case T'way Air's liability shall not exceed the amount of proven damage. All claims are subject to proof of actual loss suffered by the passenger.

H. In the event of delivery to the passenger of part but not all of his/her checked baggage, or in the event of damage of part but not all of such baggage, the liability of T'way Air with respect to the undelivered or damaged portion shall be reduced proportionately on the basis of weight, notwithstanding the value of any part of the baggage or contents thereof.

I. T'way Air is not liable for damage to a passenger's baggage caused by property contained in the passenger's baggage. Any passenger whose property caused damage to another passenger's baggage or the property of T'way Air shall indemnify T'way Air for all losses and expenses incurred by T'way Air as a result thereof.

J. T'way Air shall not be liable for any damage, loss or delay of delivery of the goods if the baggage includes items restricted by the event that the checked baggage of Article 9 Clause 5, without passenger's notification them in advance.

- K. T'way Air may refuse to accept any articles which do not constitute baggage as such term is defined herein, but if delivered to and received by T'way Air, such article shall be deemed to be within the baggage valuation and limit of liability, and shall be subject to the published rates and charges of T'way Air.
- L. When T'way Air issues a ticket or checks baggage for carriage over the lines of another carrier, T'way Air does so only as agent of such carrier. T'way Air shall not be liable for the death, injury or delay of a passenger or the loss, damage or delay of unchecked baggage and/or checked baggage, not occurring on its own line; except that the passenger shall have a right of action for such loss, damage or delay on the terms herein provided against T'way Air, when T'way Air is the first carrier or the last carrier under the agreement to carry.
- M. T'way Air shall not bear responsibility in any case for any indirect damage, special damage or exemplary damage occurring from transportation conducted based on this Conditions of Carriage or applicable tariffs.
- N. Any exclusion or limitation of liability of T'way Air under these Conditions of Carriage and applicable tariffs shall apply to agents, servants or representatives of T'way Air acting within the scope of their employment and also to any person whose aircraft is used by T'way Air for carriage and his/her agent, servants or representatives acting within the scope of their employment.

4. Reasons for Claims or Actions

In the carriage of passenger and baggage, any action for damage, however founded, whether in contract or in tort or otherwise, can only be brought subject to the conditions and limits set out in the Convention. However, the Convention shall not affect in determining the persons who have the right to bring suit and what are their respective rights.

ARTICLE 15 (TIME LIMITATIONS ON CLAIMS AND ACTIONS)

1. Time Limitation on Claims

No action shall lie in the case of damage to checked baggage unless the person entitled to delivery complains to an office of T'way Air forthwith after the discovery of the damage at the latest within 7 days from the date of receipt; and, in the case of delay or loss, unless the complaint is made at the latest within 21 days from the date on which the baggage has been placed at his/her disposal (in the case of delay) or should have been placed at his/her disposal (in the case of loss). Every complaint must be in writing and dispatched within the time aforesaid. Where carriage is not "international carriage" as defined in the Convention, failure to give such notice of complaint shall not be a bar to suit where claimant proves that;

- A. It was not reasonably possible for him to give such notice.
- B. Such notice was not given due to fraud on the part of T'way Air or.
- C. T'way Air had knowledge of damage to passenger's baggage.

2. Time Limitation on Actions

Any right to damage against T'way Air shall be extinguished if an action is not brought within 2 years reckoned from the date of arrival at the destination, or from the date on which the aircraft ought to have arrived, or from the date on which the carriage stopped.

ARTICLE 16 (OVERRIDING LAW)

Insofar as any provision contained or referred to in the ticket or in the Conditions of Carriage or other applicable tariffs may be contrary to mandatory law, government regulations, orders or requirements, such provision shall remain applicable to the extent that it is not overridden thereby. The invalidity of any provision shall not affect any other part.

ARTICLE 17 (MODIFICATION AND WAIVER)

No agent, servant or representative of T'way Air has authority to alter, modify or waive any provision of the contract of carriage or of these Conditions of Carriage or other applicable tariffs.

ARTICLE 18 (ORIGINAL COPY OF CONDITIONS OF CARRIAGE)

These Conditions of Carriage may be published in English, and in the event of any inconsistency or conflict between Korean text and English text, the former shall prevail.