

# **Peach Aviation, Limited.**

## **Conditions of Carriage**

### **1 DEFINITIONS**

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

"Authorised Agent" means a passenger sales agent appointed by a Carrier to represent the Carrier in the sale of the Passenger Carriage services of the Carrier and, if authorised by the Carrier, regarding the Passenger Carriage services of any other Carrier.

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

"Baggage Charge" means a charge payable by a Passenger for Carriage of his/her Baggage pursuant to Peach's Regulations.

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

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

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

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

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

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

"Conjunction Ticket" means a Ticket issued to a Passenger in conjunction with another Ticket, which together constitute a single contract of Carriage.

"Convention" means whichever of the following instruments is applicable to the contract of Carriage:

"Convention for the Unification of Certain Rules Relating to International Carriage by Air", signed at Warsaw on 12th October, 1929 (hereinafter referred to as the "Warsaw Convention");

"Warsaw Convention as amended at The Hague in 1955" signed at The Hague on 28th September, 1955;

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

"Warsaw Convention as amended at The Hague in 1955" as amended by Additional Protocol No. 2 of Montreal 1975, or

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

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

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

"Domestic Carriage" means Carriage in which, according to a contract of Carriage, the place of departure and, the Destination or Transfer Point, is all situated in Japan.

"Electronic Flight Coupon" means such form of flight coupon as is recorded in Peach's database.

"Electronic Ticket" means the Itinerary/Receipt and Electronic Flight Coupon issued by a Carrier or its Authorised Agent.

"Fare Including Ancillary Services" means a fare for which a Passenger is entitled, without charge, to exercise his/her right to airfare, flight change, seat reservation, Carriage of Checked Baggage and other matters on the terms and conditions set forth in these Conditions of Carriage and Peach's Regulations.

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

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

"International Carriage" means (except where the Convention is applicable) Carriage in which, according to a contract of Carriage, the place of departure and, the Destination or Transfer Point, are situated in two or more countries. As used in this definition, the term "country", which is equivalent to "state", shall include any territory subject to its sovereignty, suzerainty, mandate, authority or trusteeship.

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

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

"Peach" means Peach Aviation, Limited.

"Peach's Regulations" mean Peach's rules and regulations, other than these Conditions of Carriage, for International and Domestic Carriage of Passengers and/or Baggage including, but not limited to, Peach's tables of fares, rates and charges.

"Point Authentication Code" means an authorization number or other number determined pursuant to Peach's Regulations proving that a Passenger has Points.

"Points" mean those points that are issued and offered, pursuant to Peach's Regulations, to Passengers at the time of refund stipulated in Article 13 or otherwise and that may be used to pay Peach's fares and any charges incidental thereto, taxes on air transportation, and related service fees pursuant to paragraph G of Article 6.

"SDR" means Special Drawing Rights as defined by the International Monetary Fund. Conversion of the SDR sum into a national currency shall, in the case of judicial proceedings, be made at the exchange rate between the currency and SDR on the date of the final court hearing of such proceedings and, in any other case, at the exchange rate between the currency and SDR prevailing on the date on which the amount of the damages is finally fixed or on which the value of Baggage is declared.

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

"Ticket" means the Electronic Ticket on which a portion of the conditions of a contract of Carriage and notices relating thereto are set forth or recorded and that contains an Electronic Flight Coupon and an Itinerary/Receipt.

"Transfer Point" means those places, other than the place of departure and the Destination, indicated or recorded on a Ticket and/or any Conjunction Ticket issued in connection therewith as scheduled stopping places on the Passenger's route, or shown in Carrier's timetable.

"Unchecked Baggage" means any Baggage other than Checked Baggage.

## **2 APPLICATION OF CONDITIONS**

### **A. General**

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

### **B. Agreement by Passenger**

Passengers acknowledge and agree to these Conditions of Carriage, rules stipulated pursuant thereto, and Peach's Regulations in compliance therewith.

### **C. Applicability**

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

D. Gratuitous Carriage

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

E. Carriage by Charter

Carriage of Passengers and/or Baggage to be performed pursuant to a charter agreement with Peach shall be subject to Peach's Conditions of Carriage applicable to charter flights.

F. Change of Conditions of Carriage or Peach's Regulations

Except as will be prohibited by Applicable Laws, etc., Peach may change, modify or amend any provision of these Conditions of Carriage or of Peach's Regulations without prior notice; provided, however, that no contract of Carriage shall be subject to such change, modification or amendment made after the Carriage to be performed pursuant to such contract commences.

G. Applicable Conditions

Any Carriage of Passengers and/or Baggage shall be subject to these Conditions of Carriage and Peach's Regulations in effect as of the date of commencement of the Carriage covered by the first Electronic Flight Coupon of the Ticket.

H. Governing Law and Court Jurisdiction

1. The Convention shall in principle apply to any Carriage of Passengers and/or Baggage and any service incidental thereto, each to be performed or provided by Peach at fares, rates and charges published in connection with these Conditions of Carriage; provided, however, that Carriage of Passengers and/or Baggage to which the Convention does not apply and any service incidental thereto shall be governed by and construed in accordance with the laws of Japan without reference to any conflict of laws provisions in any body of law that would otherwise apply.
2. If any dispute arises in connection with Carriage under these Conditions of Carriage, the Osaka District Court shall have exclusive first instance jurisdiction over such dispute to the extent not in conflict with the Convention.

**3 CODE SHARE**

1. On some routes, Peach offers our services together with other Carriers, placing Peach's designator code on flights operated by other Carriers under codeshare agreements.
2. For a codeshare flight operated by another Carrier, Peach will advise a Passenger of the identity of the operating Carrier prior to reservation.
3. Passengers travelling on a flight operated by another Carrier may be subject to terms and conditions of the operating Carrier that differ from those of Peach, including those regarding:
  - a. involuntary Change of Flight provided in paragraph B of Article 7;
  - b. check-in provided in Article 9;

- c. refusal and limitation of Carriage provided in paragraphs A and C of Article 10;
- d. restriction of acceptance as Baggage, free Baggage allowance and excess Baggage Charge and acceptance of animals provided in Article 11; and
- e. cancellations provided in sub-paragraph 2 of paragraph B of Article 12.

#### 4 TICKETS

##### A. General

1. Peach will not issue or exchange/reissue a Ticket unless the Passenger pays the fare, charges, taxes or service fees, or complies with credit arrangements approved by Peach.
2. Peach will collect, pursuant to Peach's Regulations, change charges on a Ticket issued to a Passenger. The service charges are non-refundable.
3. A Passenger must present an Itinerary/Receipt duly issued in accordance with Peach's Regulations and his/her identification, or otherwise some form of evidence of identification designated by Peach when he/she takes Carriage. A Passenger shall not be entitled to be carried if the Ticket presented by the Passenger falls within the scope of sub-paragraph 6 of paragraph A of Article 10.
4. A Ticket shall not be transferable. Peach shall not be liable to any person entitled to be carried or to receive a refund, for honouring or refunding a Ticket presented by any person other than the person so entitled. If a Ticket is in fact used by any person other than the person who is entitled to be carried, with or without such person's knowledge and consent, Peach shall not be liable for death of or injury to such unauthorised person or for loss, destruction or delay in arrival of, or damage to, such unauthorised person's Baggage or other personal property arising from or in connection with such unauthorised use.

##### B. Validity of Ticket

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

##### C. Valid Flight

1. If a Passenger is prevented from travelling on the flight on which a seat is reserved, because Peach:
  - a. cancels the flight on which the Passenger holds a reservation;
  - b. fails to operate a flight according to the schedule with no justifiable reason;
  - c. omits a scheduled stop, such as the Passenger's place of departure, Destination or Stopover point;
  - d. causes the Passenger to miss a connection to flight of Peach; or
  - e. is unable to provide a seat previously reserved by the Passenger,

Peach will, unless otherwise provided in Peach's Regulations, treat such Ticket as valid, at no additional charge, for Peach's first flight to the same Destination on which a seat is available.

2. If a Passenger, after commencing his/her travel, is prevented from travelling on the flight on which a seat is reserved by reason of his/her illness (but not pregnancy), Peach may, unless otherwise provided in Peach's Regulations, treat such Ticket as valid for any of the following flights; provided, however, that such treatment shall not be prohibited by Peach's Regulations applicable to the fare paid by the Passenger:
  - a. Peach's first flight to the same Destination on which a seat is available on and after the date on which the Passenger becomes fit to recommence his/her travel according to a valid medical certificate, or
  - b. any of Peach flights to the same Destination to be operated within 7 Days of the date of said first flight.

## **5 STOPOVERS**

Stopovers may be permitted at any Transfer Point subject to Applicable Laws, etc. and Peach's Regulations.

## **6 FARES AND ROUTINGS**

### **A. General**

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

### **B. Fares**

1. Fares as used herein mean the fares which shall be published by Peach or, if not so published, constructed in accordance with Peach's Regulations, which shall, unless otherwise provided in Applicable Laws, etc., be in effect as of the date of issue of a Ticket.
2. Unless otherwise provided in these Conditions of Carriage or Peach's Regulations, fares entitle a Passenger to occupy one seat. Unless otherwise provided in other provisions of these Conditions of Carriage or Peach's Regulations or specifically approved by Peach, a Passenger shall be entitled to occupy only one seat on board.

### **C. Routings**

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

### **D. Taxes and Charges**

Any tax or charge imposed by a government or other public authority or by an operator of an airport in respect to a Passenger or his/her use of any services or

facilities shall be in addition to the published fares and charges and be payable separately by the Passenger; provided, however, that fares and charges on Domestic Carriage shall include an amount equal to consumption taxes (including local consumption taxes).

E. Currency

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

F. Free Carriage of Infants

Peach shall accept, free of charge, Carriage of one Infant that does not use a seat who is accompanied by a Passenger aged 12 or over.

G. Points

1. Passengers shall be entitled to use Points to pay fares, charges or taxes at a rate determined by Peach.
2. Unless otherwise provided in Peach's Regulations, Points may only be used by a Passenger who earned such Points.
3. When using Points, Passengers shall present to or notify Peach of a Point Authentication Code.
4. Unless otherwise provided in Peach's Regulations, Points shall be valid and in force for a period of 6 months commencing on the day on which such Points are issued.
5. Points may not be exchanged for cash.

H. Unauthorized Boarding

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

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

## **7 CHANGE OF FLIGHT, FAILURE TO CARRY AND MISSED CONNECTIONS**

### **A. Change of Flight Requested by Passenger**

1. Under Peach's Regulations, a Passenger may be restricted or prohibited from changing his/her flight.
2. Upon a Passenger's request, Peach shall change his/her flight with respect to an unused Ticket or Electronic Flight Coupon(s) if:
  - a. Peach issues the Ticket;
  - b. Peach is the original issuing Carrier indicated or recorded on the Ticket;  
or
  - c. Peach is the Carrier designated on the unused Electronic Flight Coupon for the first onward sector of a flight to be changed.
3. In the event of addition of sector(s) after Carriage commences, Peach shall not provide Carriage at a through fare for the combined original and newly added sectors unless a Passenger makes such request prior to arrival at a Destination indicated or recorded on the Ticket presented.
4. The fares and charges applicable after Change of Flight shall be those in effect as of the date on which the change is made.
5. Time limits on cancellation of a reserved seat and charges for late cancellation of a reserved seat shall also apply to a flight changed upon a Passenger's request.

### **B. Involuntary Change of Flight**

1. Unless otherwise provided in sub-paragraph 2 of paragraph B of Article 12, in the event that Peach cancels a flight, fails to operate a flight according to the schedule with no justifiable reason, fails to stop at a Passenger's Destination or Stopover point, is unable to provide a Passenger with his/her reserved seat or causes a Passenger to miss his/her connecting flight of Peach on which he/she holds a reservation, Peach shall, at Passenger's option, take either of the following measures:
  - a. to carry the Passenger on any other flight of Peach on which a seat is available; or
  - b. to provide an involuntary refund in accordance with paragraph C of Article 13.
2. In the event that a Passenger misses an onward connecting flight of Peach on which the Passenger holds a reservation because a Carrier carrying such Passenger fails to operate its flight according to the schedule or changes the schedule of such flight, Peach shall not be liable for such missed connection.

### **C. Change of Flight for Reasons Not for Benefit of Peach and Passenger**

1. For reasons prescribed in items a through d of sub-paragraphs 2 of paragraph B of Article 12, in the event that Peach cancels a flight, fails to operate a flight according to the schedule with no justifiable reason, fails to stop at a Passenger's Destination or Stopover point, is unable to provide a Passenger with his/her reserved seat, or causes a Passenger to miss his/her connecting

flight on which he/she holds a reservation, Peach shall, at its option, take either of the following measures:

- a. to carry the Passenger on any other flight of Peach on which a seat is available; or
- b. to provide an involuntary refund in accordance with paragraph D of Article 13.

## **8 RESERVATIONS**

### **A. General**

1. A reservation shall be confirmed when recorded in Peach's reservation system as accepted.
2. Name changes are not permitted once the reservation has been confirmed in Peach's reservation system.
3. Under Peach's Regulations, conditions applicable to certain fares may limit or prohibit change or cancellation of reservations.

### **B. Ticketing Time Limits**

If a Ticket is not issued for a Passenger prior to the ticketing time limit specified by Peach, Peach may cancel his/her reservation.

### **C. Seat Assignment**

In the event that a Passenger assigns a specific seat, Peach shall charge the fees prescribed in Peach's Regulations therefor.

### **D. Refund and Change of Flight When Passenger Fails to Board Reserved Flight**

A Passenger who fails to board his/her reserved flight without prior notice thereof to Peach shall not be entitled to a refund or Change of Flight.

### **E. Cancellation of Reservations Made by Peach**

1. Peach may, at its own discretion, cancel all or a portion of the Passenger's reservation if two or more flights are reserved for the same Passenger and if:
  - a. same sectors on the same day are reserved;
  - b. same sectors on the days of travel close to each other are reserved;
  - c. different sectors on the same day are reserved; or
  - d. Peach reasonably considers that the Passenger cannot use all of reserved seats.
2. If a Passenger fails to board his/her reserved flight without prior notice thereof to Peach, Peach may cancel, or request any other Carrier to cancel, his/her onward reservations thereafter. Further, if a Passenger fails to board his/her reserved flight of other Carrier without prior notice thereof to such Carrier, Peach may, upon the Carrier's request, cancel his/her onward reservations thereafter.

3. Peach may cancel all of or a portion of a Passenger's reservations that do not include necessary personal data by the time limit specified by Peach, as required by Applicable Laws, etc. of any countries concerned such as those to be flown from, into or through which the Passenger transits.

F. Reconfirmation of Reservations of Other Carriers

In the event that reconfirmation of reservations is required in accordance with regulations of any Carrier other than Peach, Peach may cancel the onward Peach flight reservations thereafter for a Passenger when he/she fails to reconfirm the reservation of such Carrier within the time specified by the Carrier.

G. Communications Charges

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

H. Personal Data

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

I. Communication Failure, etc.

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

## 9 CHECK-IN

A Passenger shall arrive at Peach's check-in counter and the boarding gate by the time designated by Peach or, if no time is designated, sufficiently in advance of the flight departure so that there will be enough time for the Passenger to have check-in and departure procedures completed by the departure time of the flight. If a Passenger fails to arrive at Peach's check-in counter or the boarding gate by the time designated by Peach or is unable to depart because of improper or incomplete exit, entry or other necessary documentation required for his/her departure, Peach may cancel his/her reservation of a seat and will not delay the flight for the Passenger. Peach shall not be liable to the Passenger for any damage caused due to the Passenger's failure to comply with this Article.

## 10 REFUSAL AND LIMITATION OF CARRIAGE

### A. Right to Refuse Carriage, etc.

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

1. such action is necessary for a reason of flight safety;
2. such action is necessary in order for Peach to comply with Applicable Laws, etc. of any countries concerned such as those to be flown from, into or through which the Passenger transits;
3. the Passenger falls under any of the following cases:
  - a. the Passenger falls under item b of sub-paragraph 1 of paragraph B of Article 16;
  - b. the Passenger may unlawfully attempt to enter a country through which he/she is in transit by means of destroying his/her documentation required for exit, entry or other purposes; or
  - c. the Passenger refuses to accept Peach's request for reason of protecting against an unlawful entry to a country that he/she surrenders to a crew member his/her documentation required for exit, entry or other purposes to be held by a crew member in exchange for Peach's receipt for such documentation.
4. the Passenger falls under sub-paragraph 3 or 4 of paragraph B of Article 11;
5. the Passenger or his/her conduct, age or mental or physical condition:
  - a. requires special assistance of Peach,
  - b. may cause discomfort or makes himself/ herself objectionable to other Passengers,
  - c. may cause harm to himself/herself or to other persons or an aircraft or any property;
  - d. obstructs any crew member in performing his/her duties or fails to comply with any instruction of any crew member,
  - e. uses portable telephones, portable radios, electronic games or other electronic devices in aircraft cabin without Peach's permission, or
  - f. smokes in aircraft cabin;
6. the Ticket presented by the Passenger is:
  - a. acquired unlawfully or purchased from an entity other than the issuing Carrier or its Authorised Agent, or
  - b. a counterfeit Ticket;
7. the person presenting a Ticket cannot prove that he/she is the person named or recorded on the Ticket;
8. the Passenger fails to pay any applicable fares, charges or taxes or may fail to perform a credit arrangement agreed upon between Peach and the Passenger (or the person paying for the Ticket); or

9. a Child or Infant is unaccompanied by a Passenger aged 12 or over.

In the case of item c or d of sub-paragraph 5 of this paragraph, in addition to refusal of carriage as set forth in this Paragraph A, Peach may further take necessary actions for discontinuance of the said act by the Passenger. Such necessary actions may include detention of the Passenger.

**B. Conditional Acceptance for Carriage**

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

**C. Limitation on Carriage**

1. Acceptance of Carriage of persons with a mental or physical disability, pregnant women or persons with illness shall be subject to Peach's Regulations and may require a prior arrangement with Peach.
2. If the total weight of the Passengers boarding, and/or Baggage loaded in, an aircraft may exceed the maximum allowance weight with respect to the aircraft, Peach may, in accordance with Peach's Regulations, decide which Passengers and/or Baggage will be carried.

## **11 BAGGAGE**

**A. Restriction of Acceptance as Baggage**

1. Peach will refuse to accept as Baggage:
  - a. items that do not constitute Baggage as defined in Article 1;
  - b. items that may endanger an aircraft or any person or property during International Carriage, such as those which are specified in the Dangerous Goods Regulations of the International Civil Aviation Organization (ICAO) and the International Air Transport Association (IATA) and in Peach's Regulations;
  - c. items Carriage of which is prohibited by Applicable Laws, etc. of any state or country to be flown from, into or through, through which the Passenger transits;
  - d. items that Peach deems unsuitable for Carriage by reason of their weight, size, shape or character such as being fragile or perishable;
  - e. live animals; provided, however, that Peach may accept, free of charge, Carriage of a dog (i.e. guide dog, service dog or hearing-assistance dog; collectively called "Assistance Dog") that accompanies a Passenger with a physical disability to assist such passenger together with its cage and food within a Baggage allowance pursuant to Peach's Regulations. In this case, Peach shall not be liable for death of, or injury or illness suffered by such Assistance Dog that results from its inherent defect; or
  - f. firearms, swords and other similar items, except as otherwise provided in Peach's Regulations.

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

B. Inspection of Baggage, etc.

1. Peach may inspect the contents of Passenger's Baggage by opening his/her Baggage and/or by using some device in the presence of the Passenger concerned or a third person, whenever Peach deems it necessary to do so, for the purpose of safety or security of aircraft (including but not limited to the prevention of unlawful acts of seizure, exercise of control or destruction of aircraft) and/or for any other reason. Notwithstanding the foregoing, Peach may inspect the Passenger's Baggage in his/her or a third person's absence to check whether he/she is in possession of, or his/her Baggage contains, any item referred to in sub-paragraph 1 of paragraph A of this Article.
2. Peach may search Passenger's articles by touching the Passenger through his/her clothes and personal fittings or by using such instruments as a metal detector, whenever Peach deems it necessary to do so, for the purpose of preventing unlawful acts of seizure, exercise of control or destruction of aircraft.
3. When a Passenger fails to agree with Peach's inspection as specified in sub-paragraph 1 of this paragraph, Peach may refuse to carry such Passenger's baggage.
4. When a Passenger fails to agree with Peach's search as specified in sub-paragraph 2 of this paragraph, Peach may refuse to carry such Passenger.
5. When such prohibited articles as specified in sub-paragraph 1 of paragraph A of this Article are found as a result of such inspection or search as specified in sub-paragraph 1 or 2 of this paragraph, Peach may refuse to carry such baggage, or may make necessary disposal of such baggage.

C. Checked Baggage

1. Peach shall not, in principle, accept Carriage of Checked Baggage; provided, however, that in the case where a Passenger pays a Fare Including Ancillary Services for Carriage or pays a Baggage Charge prescribed in Peach's Regulations, or otherwise where specifically provided herein, Peach shall accept Carriage of Checked Baggage of such Passenger pursuant to Peach's Regulations, sub-paragraphs 2 through 6 of this paragraph and paragraphs E through J of this Article.
2. Nothing contained in these Conditions of Carriage shall entitle a Passenger to have his/her Baggage checked on a flight for a sector for which a Carrier does not accept checking of Baggage.
3. Unless otherwise provided in Peach's Regulations or Applicable Laws, etc., Peach will, upon presentation by a Passenger of a valid Ticket covering Carriage on the lines of Peach, or on the lines of Peach and one or more other Carriers, accept as Checked Baggage the Baggage that is tendered by the Passenger at the office designated, and by the time prescribed, by Peach in respect of Carriage on the lines designated on the Ticket; provided, however, that Peach shall not accept as Checked Baggage the Baggage tendered for Carriage:
  - a. beyond the Destination designated, or on any routing not designated, on the Ticket;
  - b. beyond a Stopover point, or beyond a point at which the Passenger transfers to a connecting flight departing from a different airport from that at which the Passenger is scheduled to arrive under the Ticket, unless otherwise provided for in Peach's Regulations;
  - c. beyond a point of transfer of the Baggage to any other Carrier with which Peach has no interline Baggage agreement or which has different conditions of Carriage of Baggage from Peach's;
  - d. for a sector for which the Passenger holds no reservation;
  - e. beyond a point at which the Passenger desires to resume possession of such Baggage or any portion thereof; or
  - f. for a sector for which the Passenger fails to pay all applicable charges.
4. Upon delivery to Peach of Baggage to be checked, Peach shall issue a Baggage Identification Tag for each piece of the Checked Baggage.
5. If Checked Baggage of a Passenger has no name, initial or other personal identification, the Passenger shall affix such identification to the Baggage prior to Peach's acceptance of the Checked Baggage.
6. Peach shall, to the reasonable extent possible, carry Checked Baggage of a Passenger coincidentally with the Passenger on the aircraft which the Passenger boards; provided, however, that if Peach deems it difficult or impracticable, Peach may carry the Checked Baggage on any other flight in which such Baggage can be loaded within the maximum weight allowance or by any other transportation service.

#### D. Unchecked Baggage

1. Except articles specifically permitted by Peach to be carried into the cabin, Baggage that a Passenger may carry into the cabin shall be, besides one piece of a Passenger's personal belongings that the Passenger carries and retains as

permitted by Peach's Regulations (the sum of the three dimensions of which shall not exceed 115 centimeters (45 inches)), one piece of article provided in Peach's Regulations that can be stowed in an enclosed storage compartment in the cabin or under the seat in front of the Passenger, the sum of the three dimensions of which shall not exceed 115 centimeters (45 inches); provided, however, that the total weight of such articles shall not exceed 10 kilograms (22 pounds). A Passenger shall not carry into the cabin any Baggage that Peach deems cannot be stowed in safety in the cabin.

2. With respect to a musical instrument that Peach cannot accept as Checked Baggage pursuant to sub-paragraph 5 of paragraph A of this Article, a Passenger may only carry such article into a cabin as Unchecked Baggage pursuant to these Conditions of Carriage or other regulations upon prior request by such Passenger and with prior permission from Peach.

#### E. Baggage Allowance

1. The total Baggage allowance of Checked Baggage of each Passenger shall be as follows:
  - a. a Passenger who pays a Fare Including Ancillary Services for Carriage or pays a Baggage Charge prescribed in Peach's Regulations shall receive a Checked Baggage allowance of one piece of Baggage, the weight of which shall not exceed 20 kilograms (44 pounds); provided, however, that the sum of the three dimensions of the piece shall not exceed 203 centimeters (80 inches).
2. In the event that two or more Passengers travelling on the same flight check their Baggage at the same time to be carried by Peach to the same place, Peach may, notwithstanding sub-paragraph 1 of this paragraph E and upon those Passengers' request, provide them collectively with a Baggage allowance equal to the aggregated individual Baggage allowance in respect of the number and weight of such pieces.
3. A fully collapsible stroller/pushchair, carrying basket, and/or car seat for Infants or Child Passenger's use as well as a wheelchair for Passenger's use are accepted for free and are not included in the Baggage allowance.

#### F. Special Baggage Allowance

In addition to the Baggage allowance provided in the preceding paragraph E, Peach will carry as Baggage, without additional charge, a Passenger's personal belongings permitted by Peach's Regulations only when the Passenger carries and retains them.

#### G. Excess Baggage

1. Baggage in excess of the Baggage allowance set forth in sub-paragraph 1 of paragraph E of this Article shall be subject to the applicable excess Baggage charge provided in Peach's Regulations.
2. Unless otherwise agreed in advance with a Passenger, Peach may carry the Passenger's Baggage which is in excess of the applicable Baggage allowance on any other flight or by any other transportation service.

H. Declaration of Baggage the Value of Which Exceeds Limit of Liability and Excess Value Charges for International Carriage

1. In the case of International Carriage, a Passenger may declare a value of Baggage in excess of the liability limitation of Peach pursuant to sub-paragraph 4 of paragraph B of Article 18. In the event that such declaration is made, Carriage of the Baggage to be performed by Peach shall be subject to a charge at the rate of U.S.\$0.50 for each U.S.\$100 or any fraction thereof as excess value charges with respect to such excess value; provided, however, that the value of Baggage to be declared by one Passenger shall not exceed U.S.\$2,500.
2. Unless otherwise provided in Peach's Regulations, a Passenger carrying his/her Baggage on an international flight may pay excess value charges at the place of departure for a travel to the Destination; provided, however, that, if a portion of the Carriage is performed by any other Carrier that applies different excess value charges from Peach, Peach may refuse to accept the declaration in the preceding sub-paragraph with respect to such portion.

I. Excess Baggage Charge or Excess Value Charge on Change of Flight or Cancellation

Any payment or refund of excess Baggage Charge or excess value charge to be made in the case of Change of Flight or cancellation of Carriage shall be subject to the provisions hereunder concerning payment of additional fare or refund of fare; provided, however, that Peach shall not make refund of excess value charge in the event that a portion of the Carriage has already been completed.

J. Collection and Delivery of Baggage

1. A Passenger shall claim and receive his/her Baggage as soon as it becomes ready to be collected at the Destination or Stopover point.
2. The bearer of the Baggage Identification Tag(s) issued to a Passenger when his/her Baggage is checked shall be exclusively entitled to accept delivery of such Baggage; provided, however, that a person who claims Baggage but fails to present a Baggage Identification Tag(s) may accept delivery of the Baggage if the Baggage is identified by other means. Peach shall not be obligated to ascertain that the bearer of a Baggage Identification Tag(s) is truly entitled to accept delivery of the Baggage. Peach shall not be liable for any damage arising out of or in connection with its failure to so ascertain.
3. If a person claiming Baggage is unable to receive Baggage pursuant to the preceding sub-paragraph 2, Peach will deliver the Baggage to such person only if he/she establishes to Peach's satisfaction that he/she is duly entitled to receive the Baggage and if such person shall, upon Peach's request, provide Peach with adequate security to indemnify Peach from any loss and damage to be incurred by Peach in connection with such delivery.
4. Peach may, unless precluded by Applicable Laws, etc. and if time and other circumstances permit, deliver Checked Baggage to the bearer of a Baggage Identification Tag(s) at the place of departure or unscheduled stopping place if he/she requests such delivery. In delivering Baggage at the place of departure or unscheduled stopping place, Peach will not refund any charges paid for such Baggage.

5. Acceptance by a Passenger of delivery of Checked Baggage or the Passenger's other belongings that Peach takes custody of without his/her written complaint at the time of the delivery shall constitute *prima facie* evidence that such Baggage and other articles have been delivered in good condition and in accordance with the contract of Carriage.
6. If any Baggage is not accepted by Passenger within 7 days of arrival, Peach may dispose of such Baggage at its discretion. In this case, a Passenger who owns such Baggage shall bear any damages and expenses incurred in connection therewith.

## **12 SCHEDULES, DELAYS AND CANCELLATIONS OF FLIGHTS**

### **A. Schedules**

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

### **B. Cancellations**

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

## 13 REFUNDS

### A. General

1. In the event that a Passenger fails to use his/her Ticket or a portion thereof for a reason provided in paragraph C (involuntary refunds) or D (refunds due to force majeure, etc.) of this Article, Peach shall make a refund in originally paid currency or Points for such unused Ticket or portion in accordance with this Article and Peach's Regulations.
2. In the event that a Passenger fails to use his/her Ticket or a portion thereof for any reason other than that provided in paragraph C (involuntary refunds) or D (refunds due to force majeure, etc.) including, but not limited to, a voluntary refund made by a Passenger, Peach shall not refund to the Passenger any fare, and charges received from the Passenger for such unused Ticket or portion thereof; provided, however, that Peach shall make a refund in Points pursuant to paragraph E of this Article where a Passenger purchased a Ticket for a Fare Including Ancillary Services.

### B. Person Entitled to Refund

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

### C. Involuntary Refunds

1. The term "Involuntary Refund" means any refund made when a Passenger is prevented from using the Carriage provided for in his/her Ticket because Peach cancels a flight, fails to operate a flight according to the schedule with no justifiable reason, fails to stop at a Passenger's Destination or Stopover point, fails to provide a Passenger with his/her reserved seat, causes a Passenger to miss his/her connecting flight of Peach on which he/she holds a reservation or refuses to carry or removes a Passenger pursuant to any of sub-paragraphs 1, 2, 5 and 9 of paragraph A of Article 10, and the amount of the refund shall be:
  - a. if no portion of the trip has been made, an amount equal to the fare paid; or,
  - b. if a portion of the trip has been made, the higher of the following:
    - i. the amount equal to the fare, less the same rate of discount, if any, that was applied in computing the original fare, and charges applicable to the unused transportation from the point of termination of travel (or the point at which transportation was to be resumed in the absence of the termination) to the Destination or Stopover point indicated or recorded on the Ticket ; or
    - ii. the difference between the fare paid and the fare for the Carriage completed.

### D. Refunds Due to Force Majeure, etc.

1. In the event that Peach cancels a flight, fails to operate a flight according to the schedule with no justifiable reason, fails to stop at a Passenger's Destination or

Stopover point, is unable to provide a Passenger with his/her reserved seat or causes a Passenger to miss his/her connecting flight of Peach on which he/she holds a reservation for any reason provided for in items a through d of paragraph B of Article 12, Peach shall, at its option, make a refund pursuant to paragraph C of Article 7, and the amount of the refund shall be:

- a. if no portion of the trip has been made, the fare paid; or
- b. if a portion of the trip has been made, the higher of the following:
  - i. the amount equal to the fare, less the same rate of discount, if any, that was applied in computing the original fare, and charges applicable to the unused transportation from the point of termination of travel (or the point at which transportation was to be resumed in the absence of the termination) to the Destination or Stopover point indicated or recorded on the Ticket ; or
  - ii. the difference between the fare paid and the fare for the Carriage completed.

E. Refunds for Reasons Other Than Involuntary Refunds (Paragraph C) and Force Majeure, etc. (Paragraph D)

1. Peach shall make a refund in points as follows only where a Passenger purchased a Ticket for a Fare Including Ancillary Services:
  - a. if no portion of the trip has been made, an amount equal to the fare paid, less any cancellation fees provided in Peach's Regulations; or
  - b. if a portion of the trip has been made, an amount equal to the difference between the fare paid and the fare applicable to the sector for which the Ticket has been used, less any cancellation fees provided in Peach's Regulations.
2. If a refund for any portion of a Ticket shall result in such Ticket having been used for a sector where Carriage is prohibited, the refund, if any, shall be made in accordance with item b of sub-paragraph 1 of this paragraph as if such Ticket had been used beyond such sector until a point where Carriage is not prohibited.

F. Right to Refuse Refund

1. Peach may refuse a to grant a refund for a Ticket in the event that: a request therefor is made pursuant to paragraph C of this Article more than 30 Days after the departure date indicated or recorded on the Ticket; or such request is made pursuant to paragraph D or E of this Article more than 10 Days after such departure date.
2. Peach may refuse a to grant refund for a Ticket that a Passenger presents to Peach or to government officials of a country as evidence of his/her intention to depart therefrom, unless the Passenger establishes to Peach's satisfaction that he/she has permission to remain in the country or that he/she will depart therefrom by other Carrier or other transportation service.
3. Peach shall not grant a refund for a Ticket of a Passenger in the event that Carriage of the Passenger is refused or he/she is removed in accordance with any of sub-paragraphs 3, 4 and 6 through 8 of paragraph A of Article 10; provided, however, that only if a Passenger pays part of fares, charges or taxes,

and Carriage of the Passenger is refused or he/she is removed in accordance with sub-paragraph 8 of paragraph A of Article 10, Peach shall refund to the Passenger the money received from such Passenger.

G. Currency and Points Used for Refund

Any refund shall be made subject to Applicable Laws, etc. of the country in which a Ticket is originally paid for and of the country in which the refund is made. Any refund under paragraph C of this Article shall be made, at Passenger's option, in the currency in which the Ticket is paid for or in points. Any refund under paragraph D of this Article shall be made, at Peach's option, in the currency in which the Ticket is paid for or in points. Any refund under paragraph E of this Article shall be made only in points.

**14 GROUND/MARINE TRANSPORTATION SERVICE**

Unless otherwise provided in Peach's Regulations, Peach shall not arrange for, operate or provide ground/marine transportation service within airport areas, between airports or between an airport and downtown areas. Except ground/marine transportation service directly operated by Peach, any such service will be provided by an independent operator who is not and shall not be deemed as an agent or servant of Peach. Even in case an officer, employee or agent of Peach assists a Passenger in making arrangements for such ground/marine transportation service, Peach shall not be liable for the acts or omissions of such independent operator. In the event that Peach operates for a Passenger such ground/marine transportation service, Peach's Regulations including those stated or referred to in those agreements concerning Tickets, value of Baggage or otherwise shall be applicable to such ground/marine transportation service. No portion of fares shall be refundable even in case such ground/marine transportation service is not used by a Passenger.

**15 HOTEL ACCOMMODATION, ARRANGEMENTS MADE BY PEACH AND IN-FLIGHT MEALS**

A. Hotel Accommodation

Hotel charges shall not be included in air fares.

B. In-flight Meals

In-flight meals will, if served, be charged separately from and additionally to the fare, charges, taxes or service fees paid by a Passenger for a Ticket, except as otherwise provided in Peach's Regulations.

**16 IMMIGRATION FORMALITIES**

A. Compliance with Applicable Laws, etc.

A Passenger shall comply with and observe all Applicable Laws, etc. of countries concerned such as those to be flown from, into or through which the Passenger transits, Peach's Regulations, and instructions to be given by Peach. Peach shall be liable neither for any aid, assistance, guidance or otherwise given by an officer, employee or agent of Peach to the Passenger who is to board an international flight, whether given orally, in writing or otherwise, in connection with his/her obtaining

exit, entry and other necessary documents or complying with or observing such Applicable Laws, etc. nor for the Passenger's failure to obtain such documents or to comply with or observe such Applicable Laws, etc. as a result of such aid, assistance or guidance.

B. Passports and Visas for International Carriage

1.
  - a. A Passenger shall present to Peach all exit, entry or other necessary documents required by Applicable Laws, etc. of countries concerned such as those to be flown from, into or through which the Passenger transits, and shall permit Peach, if Peach at its reasonable discretion deems it necessary, to make and retain copies thereof; provided, however, that even if a Passenger presents exit, entry or other necessary documents to Peach and Peach carries the Passenger, Peach shall not guarantee to the Passenger that such documents comply with Applicable Laws, etc.
  - b. Peach reserves the right to refuse Carriage of any Passenger who fails to comply with any of such Applicable Laws, etc. or whose exit, entry or other necessary documents are not complete in any respect.
2. Peach shall not be responsible for any loss or damage incurred by a Passenger, and the Passenger shall indemnify Peach for any loss or damage incurred by Peach, in connection with the Passenger's failure to comply with this Article.
3. A Passenger shall pay the applicable fares, fines, charges and expenses whenever Peach is required by any Applicable Laws, etc. to return the Passenger to his/her place of departure or elsewhere because the Passenger is not permitted to enter a country of transit or Destination. Peach may appropriate for the payment of such fares, charges and expenses any fares and/or charges paid by the Passenger to Peach for unused portion of the Ticket or any funds of the Passenger in the possession of Peach. Peach shall not refund the fare collected for Carriage to the point of such refusal of entry or deportation.

C. Customs Inspection

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

D. Government Regulations

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

E. Security Inspection

A Passenger shall submit to any security inspection required by government or airport officials or by Peach.

**17 SUCCESSIVE CARRIERS**

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

## **18 LIABILITY OF CARRIER**

### **A. Applicable Laws, etc.**

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

### **B. Limitation of Liability**

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

1. Peach shall not be liable for any Damage in respect of Unchecked Baggage not attributable to negligence of Peach. Assistance rendered to a Passenger by an officer, employee or agent of Peach in loading, unloading or transshipping Unchecked Baggage shall be considered as gratuitous service to the Passenger.

2. Peach shall not be liable for any Damage directly or indirectly arising out of its compliance with any Applicable Laws, etc., failure of a Passenger to comply with the same or any cause beyond Peach's control.
3. Where the Convention other than the Montreal Convention is applicable, the following shall apply.
  - a. Peach agrees in accordance with Article 22 (1) of the Convention that, as to all International Carriage performed by Peach and as defined in the Convention:
    - i. Peach shall not apply the applicable limit of liability to each Passenger based on Article 22 (1) of the Convention in defence of any claim arising out of death of or, wounding or other bodily injury to, a Passenger within the meaning of Article 17 of the Convention. However, except as provided in item a.ii below, Peach will not waive any defence to such claim that is available under Article 20 (1) of the Convention or any other Applicable Laws, etc.; and
    - ii. Peach shall not, with respect to any claim arising out of death of, or wounding or other bodily injury to, a Passenger within the meaning of Article 17 of the Convention, avail itself of any defence under Article 20 (1) of the Convention up to the sum of 113,100 SDR exclusive of the costs of the claim including attorney's fees which the court finds reasonable.
  - b. Nothing herein shall affect the right of Peach with regard to any claim brought by, on behalf of, or in respect of any person who has wilfully caused Damage which resulted in death of, or wounding or other bodily injury to, a Passenger.
4. In the case of International Carriage except as prescribed in the preceding sub-paragraph 3, the following shall apply.
  - a. In the case of Carriage subject to the Montreal Convention, Peach's liability for Baggage shall be limited to 1,131 SDR for each Passenger.
  - b. Except as provided in the preceding item, Peach's liability shall be limited to 17 SDR (250 French Gold Francs) per kilogram in the case of International Carriage of Checked Baggage and 332 SDR (5,000 French Gold Francs) for each Passenger in the case of Carriage of Unchecked Baggage.
  - c. The limitation referred in items a and b of this sub-paragraph shall not apply if the Passenger declares a higher value in advance and pays excess value charges pursuant to paragraph H of Article 11. In that event, Peach's liability shall be limited to such higher declared value. In no case shall Peach's liability exceed the actual amount of Damage suffered by the Passenger. All claims shall be subject to proof by the Passenger of the amount of Damage.
5. Where item b of sub-paragraph 4 applies, in the event of delivery to a Passenger of a part but not all of his/her Checked Baggage or in the event of Damage with respect to a part but not all of such Baggage, Peach's liability with respect to the undelivered or the Damage portion shall be reduced proportionately on the basis of the weight of the Baggage, notwithstanding the value of any part of the Checked Baggage or the contents thereof.
6. Peach shall not be liable for any Damage with respect to a Passenger's Baggage caused by the contents thereof. A Passenger whose property causes Damage to

another Passenger's Baggage or the property of Peach shall indemnify Peach for all loss and expenses incurred by Peach as a result thereof.

7. Peach shall not be liable for any Damage to articles that are included in a Passenger's Checked Baggage if and to the extent that the Damage resulted from an inherent defect or inadequate quality of the article, irrespective of Peach's knowledge thereof.
8. Peach may refuse to accept any article that does not constitute Baggage under these Conditions of Carriage; provided, however, that if the article is delivered to and received by Peach, it shall be subject to the Baggage valuation and limitation of liability set forth in these Conditions of Carriage and shall also be subject to the rates and charges published by Peach.
9. Peach shall issue a Ticket or accept Checked Baggage for a sector the Carriage for which is performed by any other Carrier only as an agent of such Carrier. Peach shall not be liable for any Damage caused outside a sector the Carriage for which is performed by Peach. Peach shall neither be liable for any Damage caused to Checked Baggage outside a sector the Carriage for which is performed by Peach, except where the Passenger shall be entitled by the Convention to claim such Damage against Peach in case Peach is the first or the last Carrier under the relevant contract of Carriage.
10. Peach shall not be liable in any event for any consequential or special or punitive damages arising from Carriage complying with these Conditions of Carriage and Peach's Regulations, whether or not Peach had knowledge that such damages might arise.
11. Unless otherwise provided in these Conditions of Carriage, Peach reserves any and all right of defence available under the Convention. Peach also reserves a right to make a subrogation claim against a third party that has contributed to Damage, with respect to a portion or all of any payment made by Peach in connection with the Damage.
12. Any exclusion or limitation of liability of Peach under these Conditions of Carriage and Peach's Regulations shall also apply to any of Peach's officers, employees or agents performing their respective duties and to any person or entity whose aircraft is used by Peach for Carriage and any of its officers, employees or agents performing their respective duties. The aggregate amount of the damages payable by Peach or its officers, employees, or agents shall not exceed the amount of Peach's limitation of liability under these Conditions of Carriage.
13. In the case of Domestic Carriage, the following shall apply.
  - a.
    - i. Peach shall be liable for any Damage arising in connection with the death or wounding of, or any other bodily injury suffered by, a Passenger, if the incident or accident which causes such Damage takes place on board an aircraft or in the course of embarking or disembarking an aircraft.
    - ii. Peach shall be liable for any Damage arising in connection with the destruction or loss of, or damage to, any Checked Baggage or any other article of a Passenger of which Peach takes custody, if the

- incident or accident that causes such Damage, takes place while such Checked Baggage or article is in the custody of Peach.
- iii. Peach shall not be liable for such Damage as provided for in items a.i and a.ii of this sub-paragraph if it is proved that Peach and/or its Agent(s) have taken necessary measures to avoid such Damage or that Peach and/or its Agent(s) were prevented from taking such measures. The term "Agent(s)" as used in this Article means any employee, representative, agent or contractor of Peach who assists in the performance of a contract of Carriage.
  - iv. Peach shall be liable for Damage arising out of or in connection with the destruction or loss of, or damage to Unchecked Baggage or any other article carried or worn by a Passenger only if it is proved that such destruction, loss or damage was caused by the negligence of Peach and/or its Agent(s).
  - v. Peach may, without notice, change the scheduled time of, or cancel, suspend or terminate any flight; change places of departure and/or destination; make emergency landing; limit the number of Passengers on board; unload all or part of loaded Baggage; or take any other necessary measures, for any reason beyond Peach's control, such as laws or regulations, governmental requirements, security requirements (including, but not limited to, prevention of unlawful seizure, control or destruction of an aircraft), adverse weather, force majeure, labour dispute actions, riots, civil commotions and wars; and Peach shall not be liable for any Damage arising as a result of taking such measures, unless Peach is held liable for such Damage pursuant to the preceding items a.i through a.iv of this sub-paragraph.
- b. Peach shall not be liable for any Damage arising in connection with destruction, loss of, or damage to any Checked Baggage or any other article of a Passenger that Peach takes custody of, if such Damage is caused solely by any inherent defect, inadequate quality or flaw in the Baggage or the article.
  - c. If Peach proves that any Damage has been caused by or in connection with the wilful misconduct or negligence of a Passenger, Peach shall be exempted from liability to the Passenger, in whole or in part, to the extent that such wilful misconduct or negligence has caused or contributed to the Damage.
  - d. If Peach incurs any Damage caused by a Passenger's wilful misconduct or negligence, or by his/her failure to observe these Conditions of Carriage or any rules or regulations stipulated thereunder, the Passenger shall indemnify Peach for such Damage.
  - e. Peach's liability for the Carriage of Baggage shall be limited to 150,000 yen per Passenger, provided, however, that the liability of Peach shall not, under any circumstances, exceed the actual value of the Baggage.
  - f. The limitation of liability provided for in item e of this sub-paragraph shall not be applicable if it is proved that the Damage has been caused by the wilful misconduct or gross negligence of Peach and/or its Agent(s); provided, however, that if such Damage is caused by wilful misconduct or gross negligence of the Agent(s), it shall also be proved that the Damage occurred while the Agent(s) was (were) performing his/her (their) duties.

- g.
  - i. If Peach issues a Ticket or accepts Baggage for Carriage of any other Carrier, Peach shall do so only as an agent acting on behalf of such other Carrier.
  - ii. If the Carriage of a Passenger is performed successively by more than one Carrier, any claim for Damage arising from such Carriage may be made only against the Carrier that performed the Carriage causing the Damage. Peach shall not, under any circumstances, be liable for any Damage to a Passenger if the same has arisen from Carriage by any other Carrier.
- h. If a Passenger holding a Ticket issued by Peach changes to another Carrier with the consent of Peach and boards a flight of such other Carrier with the same Ticket, the Carriage shall be subject to the conditions of carriage of such other Carrier and Peach shall bear no responsibility for such Carriage.
- i. If it is proved by an Agent of Peach that he/she was performing his/her own duties when any Damage as set forth in these Conditions of Carriage occurred, such Agent may apply to such Damage any and all provisions pertaining to exclusion or limitation of liability of Peach in these Conditions of Carriage and any rules and regulations under these Conditions.

## **19 TIME LIMITATIONS ON CLAIMS AND ACTIONS**

### **A. Time Limitation on Claims**

No claim for damage may be made in the case of damage to Baggage unless the person entitled to delivery complains to an office of Peach forthwith after the discovery thereof and no later than 7 Days from the date of receipt of the Baggage; and, in the case of delay or loss, unless the complaint is made no later than 21 Days from the date on which such person has received (in the case of delay) or should have received (in the case of loss) the Baggage. Every complaint must be in writing and dispatched within the time aforesaid. In case Carriage is not "International Carriage" subject to the Convention or is Domestic Carriage, failure to give such notice of complaint shall not prevent a claimant from filing a suit if the claimant proves that:

1. it was not reasonably possible for him/her to give such notice;
2. he/she was prevented from giving such notice by reason of any act of Peach; or
3. Peach had knowledge of the damage to the Passenger's Baggage.

### **B. Time Limitation on Actions**

Any right to damages against Peach shall be extinguished unless an action is brought within 2 years reckoned from the date of arrival at the Destination, from the date on which the aircraft ought to have arrived, or from the date on which the Carriage stopped.

## **20 OVERRIDING LAW**

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

## **21 MODIFICATION AND WAIVER**

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

## **SUPPLYMENTARY PROVISIONS**

### **1 DATE OF EFFECTIVENESS**

This Conditions of Carriage shall come into effect as of April 22, 2013.