

## 1. 1 Xiamen Airlines general conditions of carriage for domestic passengers and baggage

### 1. 1. 1 General principles

#### 1. 1. 1. 1 General

In order to specify the right relationship between the carrier and passengers in domestic carriage by air, Xiamen Airlines has formulated *General Conditions of Carriage for Domestic Passengers and Baggage* (hereinafter referred to as General Conditions or these Conditions) as a part of the passenger carriage contract of Xiamen Airlines.

#### 1. 1. 1. 2 Basis

General Conditions are formulated in accordance with relevant laws, regulations and government rules such as *the Civil Code of the People's Republic of China*, *the Law of the People's Republic of China on the Protection of Rights and Interests of Consumers*, *the Civil Aviation Law of the People's Republic of China*, *the Provisions on the Administration of Passenger Services in Public Air Transport* (CCAR-273), *the Provisions on the Administration of Flight Regularity* (CCAR-300), *the Civil Aviation Regulations on the Transport of Dangerous Goods* (CCAR-276-R2) and so on.

### 1. 1. 2 Definitions

In General Conditions, except where the context otherwise requires or where it is otherwise expressly provided, the following expressions have the meanings respectively assigned to them, that is to say:

1. 1. 2. 1 "Domestic Carriage" means carriage in which according to the contract of carriage, the place of departure, the place of destination and agreed stopping place(s) are situated in the People's Republic of China (except for Hong Kong Special Administrative Region, Macao Special Administrative Region, and Taiwan, China).

1. 1. 2. 2 "MF" is the abbreviation of Xiamen Airlines.

1. 1. 2. 3 "Xiamen Airlines Regulations" means rules, other than these Conditions, published by Xiamen Airlines and in effect on date of ticket issue, governing carriage of passengers and baggage and shall include applicable tariffs in force, ticket conditions, baggage transport rules, special passenger transport, overbooking handling rules, group passenger rules, etc.

1. 1. 2. 4 "Airline Designator Code" means two characters registered with the International Air Transport Association (IATA) to identify a specific carrier.

1. 1. 2. 5 "Carrier" refers to all public air transportation corporations who issue tickets, carry or undertake to carry the passengers and their baggage listed on the tickets.

1. 1. 2. 6 "Validating Carrier" means the carrier using its tickets and ticket numbers to sign the contract of carriage by air with passengers, and showing its accounting code on flight coupons or value coupons of electronic tickets. The validating carrier shall be the controlling and authorized entity of electronic ticket sales.

1. 1. 2. 7 "Marketing Carrier" means the carrier whose airline designator code is recorded on flight coupons or value coupons of electronic tickets as the transportation carrier. In case of a bilateral

agreement (e.g. an airline code sharing agreement), the marketing carrier and the operating carrier may not be the same.

1. 1. 2. 8 "Operating Carrier" means the carrier that provides the actual air transportation and additional services under the authorization of the validating carrier.

1. 1. 2. 9 "Xiamen Airlines Sales Agent" or "Authorized Sales Agent" means a sales agent that has been authorized by Xiamen Airlines to represent Xiamen Airlines in the sales of air cargo/passenger transportation and relevant services.

1. 1. 2. 10 "Authorized Ground Handling Agent" means an enterprise that has been authorized by Xiamen Airlines to represent Xiamen Airlines to provide ground handling agent service for flights of Xiamen Airlines.

1. 1. 2. 11 "Passenger" means any person, except members of the crew, carried or to be carried in an aircraft with the consent of Xiamen Airlines.

1. 1. 2. 12 "Child" refers to any person who is over the age of two but under the age of twelve on the date of commencement of travel.

1. 1. 2. 13 "Unaccompanied Minor" means any child who is over the age of five but under the age of twelve as of the date of commencement of travel, and is not accompanied by an adult passenger who has reached the age of 18 and has full capacity for civil conduct in the same class during travel.

1. 1. 2. 14 "Infant" refers to any person who has been born for more than 14 days but is under the age of two on the date of commencement of travel.

1. 1. 2. 15 "Reservation" means the reservation of seat, class of service, or weight and size of baggage requested by a passenger.

1. 1. 2. 16 "Flight" means the scheduled flying of an aircraft on a required route, date and time.

1. 1. 2. 17 "Interline Flight" means two or more flights which are specified in a single contract of carriage.

1. 1. 2. 18 "Code-share Flight" means a flight operated by another carrier on which one or more carriers use their own airline designator code by agreement.

1. 1. 2. 19 "Valid ID" means the document that must be consistently presented by a passenger when purchasing tickets and taking flights, in order to prove his identity as required by competent government departments.

1. 1. 2. 20 "Ticket" means a valid document sold or approved and ensured by the carrier or its authorized agents, which is a kind of valid transport document, including paper tickets and electronic tickets. A paper ticket, which is issued by the carrier or its authorized agents, is entitled "Passenger Ticket and Baggage Check" and includes the Conditions of Contract and notices and the flight and passenger coupons contained therein. An electronic ticket, which is sold and ensured by the carrier or its authorized agents, is a valid transport document in the form of electronic data and is a replacement for a paper ticket. Except for conjunction tickets, one ticket number corresponds to one ticket, constituting a single contract of carriage.

1. 1. 2. 21 "Interline Ticket" means a ticket on which interline flights are specified.

1. 1. 2. 22 "Conjunction Ticket" means two or more tickets in conjunction with one another issued to a passenger by a same validating carrier, which together constitute a single contract of carriage.
1. 1. 2. 23 "Scheduled Ticket" means a ticket on which flight number and date are specified and a reservation is held.
1. 1. 2. 24 "Open Ticket" means a ticket on which flight number and date are not specified and a reservation is not held.
1. 1. 2. 25 "Flight Coupon" means that portion of the ticket that bears the notation "good for passage", or in the case of an electronic ticket, flight information in electronic data form held in the carrier's database, and indicates the particular places between which a passenger is entitled to be carried.
1. 1. 2. 26 "Passenger Coupon" means that portion of the paper ticket issued by or on behalf of the carrier, which is so marked and which ultimately is to be retained by the passenger.
1. 1. 2. 27 "Days" means calendar days, including all seven days of the week; provided that, for the purpose of notification, the day upon which a notice is dispatched shall not be counted; and that for purposes of determining duration of validity, the day upon which the ticket is issued, or the flight commenced, shall not be counted.
1. 1. 2. 28 "Itinerary/Receipt of E-ticket for Air Transport" means the special payment and reimbursement voucher provided by public air transport enterprises and air transport sales agents to passengers when purchasing tickets in RMB within the territory of the People's Republic of China. It is managed uniformly by the State Taxation Administration as invoices and printed with the invoice supervision stamp of the State Taxation Administration. It does not serve as proof for passing airport security check and boarding. Passengers shall keep it properly for use when applying for refunds.
1. 1. 2. 29 "Tariff" means the published fares, charges and related conditions of carriage of an airline, subject to the approval from appropriate authorities where required.
1. 1. 2. 30 "Normal Fare" means the highest fare established for First Class, Business Class and Economy Class that is applicable within a given period, including the corresponding fares for children and infants.
1. 1. 2. 31 "Discounted Fare" means other fares other than the normal fare.
1. 1. 2. 32 "Ticket Conditions" means the fare rules applicable to the reserved class code or fare type.
1. 1. 2. 33 "Ticket Change" means ticket rescheduling, change in class of service, endorsement, etc.
1. 1. 2. 34 "Ticket Rescheduling" means change to flight schedules and flight dates of a same carrier specified on the ticket.
1. 1. 2. 35 "Endorsement" means change of the marketing carrier.
1. 1. 2. 36 "Change Fees" means the fees charged by Xiamen Airlines for passengers' voluntary request to change the original flight plan according to ticket conditions, including the change fees for flight, schedule, date, class of service, validity period, etc.
1. 1. 2. 37 "Fare Difference" means the difference in tariff when the passenger voluntarily changes from a lower fare to a higher fare.

1. 1. 2. 38 "Stopping Places" means those places, except the place of departure and the place of destination, set forth in the ticket or shown in the carrier's timetables as scheduled stopping places on the passenger's route.

1. 1. 2. 39 "Stopover" means a deliberate interruption of journey by the passenger, at a point between the place of departure and the place of destination, which has been agreed to in advance by the carrier.

1. 1. 2. 40 "Reasons Attributable to Xiamen Airlines" means the reasons of the carrier's internal management, including aircraft maintenance, flight rescheduling, crew rescheduling, etc.

1. 1. 2. 41 "Reasons Not Attributable to Xiamen Airlines" means other reasons irrelevant to the carrier's internal management, including weather, emergencies, air traffic control, security check, passengers, etc.

1. 1. 2. 42 "Departure Delay" refers to the situation that, unless otherwise agreed, the actual off-block time of a flight is more than 15 minutes later than the scheduled departure time.

1. 1. 2. 43 "Arrival Delay" refers to the situation that, unless otherwise agreed, the actual in-block time of a flight is more than 15 minutes later than the scheduled arrival time.

1. 1. 2. 44 "Overbooking" means the behavior that the number of seats sold by the carrier exceeds the number of actually available seats on a certain flight in order to avoid seat wastage.

1. 1. 2. 45 "Check-in Deadline" means the time limit specified by the operating carrier by which passengers must have completed check-in formalities and received boarding pass.

1. 1. 2. 46 "No Show" means the passenger fails to take his flight due to failure in check-in within the prescribed check-in deadline or non-compliant travel documents.

1. 1. 2. 47 "Miss a Flight" means the passenger fails to take his designated flight after completing check-in at the origin or when transferring at a connecting point.

1. 1. 2. 48 "Take a Wrong Flight" means the passenger takes a flight that is not listed on his ticket.

1. 1. 2. 49 "Baggage" means the articles that the carrier has agreed to carry and the passenger has brought with him during the journey, including checked baggage and unchecked baggage.

1. 1. 2. 50 "Checked Baggage" means baggage that the passenger has requested be taken custody and carried by the carrier and for which the carrier has issued a baggage check.

1. 1. 2. 51 "Unchecked Baggage" means any baggage that remains in the custody of the passenger.

1. 1. 2. 52 "Baggage Check" means those portions of the ticket which relate to the carriage of the passenger's checked baggage.

1. 1. 2. 53 "Excess Baggage Ticket" means a document issued by Xiamen Airlines for charging excess baggage fees.

1. 1. 2. 54 "Baggage Identification Tag" means a document issued to the passenger by the carrier solely for identification of checked baggage.

1. 1. 2. 55 "Damage" includes death, injury, delay, loss, partial loss or other damage of whatsoever nature arising out of or in connection with carriage or other services performed by the carrier incidental thereto.

1.1.2.56 "Force Majeure" means unusual and unforeseeable circumstances beyond control, the consequences of which could not have been avoided even if all due care had been exercised.

1.1.2.57 "Gratuitous Carriage" means Xiamen Airlines carries certain passengers and baggage by aircraft and free of charge (exclusive of taxes and charges) within China, including but not limited to gratuitous carriage provided by Xiamen Airlines for benefits, marketing, private or business travel for employees, and frequent flyer rewards.

### 1.1.3 Applicability

#### 1.1.3.1 General rules

1.1.3.1.1 Except as provided in Para.1.1.3.2, 1.1.3.3 and 1.1.3.4, or except for domestic routes under special management, these Conditions apply to all domestic carriage by air of passengers and baggage, performed by Xiamen Airlines for reward.

**1.1.3.1.2 These Conditions also apply to gratuitous and discounted fare carriage except to the extent that Xiamen Airlines has provided otherwise in gratuitous carriage, tariffs, contracts, passes and/or tickets. In the event of any inconsistency, the special provisions of gratuitous carriage, tariffs, contracts, passes and/or tickets shall prevail over these Conditions.**

**1.1.3.1.3 If Xiamen Airlines sells tickets or handles check-in procedures for flights operated by other carriers, Xiamen Airlines shall only act as the agent of that carrier and shall not be held responsible. Passengers are advised to learn about the transport regulations of that carrier.**

#### 1.1.3.2 Charters

If carriage is performed pursuant to a charter agreement, these Conditions apply only to the extent they are incorporated by reference by the terms of the charter agreement and the charter ticket.

#### 1.1.3.3 Code shares

These Conditions also apply to the code-share flights operated by other carriers under Xiamen Airlines designator and flight number. The operating carrier's terms and conditions of carriage may differ from those set forth in these Conditions. **Those terms and conditions of the operating carrier will be considered as a part of General Conditions of Xiamen Airlines and apply to code share services provided by Xiamen Airlines on a flight operated by the operating carrier, which supersede General Conditions of Xiamen Airlines that would be otherwise applicable. Terms and conditions that may differ between Xiamen Airlines and the operating carrier of code-share flights shall be the responsibility of the operating carrier, rather than Xiamen Airlines, including but not limited to:**

- a) **Check-in rules, including but not limited to check-in deadline;**
- b) **Regulations on refusal and limitation of carriage;**
- c) **Baggage carriage rules, including but not limited to free baggage allowance and excess baggage fees;**
- d) **Regulations on overbooking handling, group passengers, etc.;**

e) **Regulations on flight delay, cancellation and diversion, including but not limited to compensation for flight arrival delay;**

f) **Non-smoking flights.**

1. 1. 3. 4 Overriding law

To the extent that any provision contained or referred to herein is contrary to the mandatory and prohibitory provisions contained in any applicable national laws and administrative regulations, such provision shall not apply. The invalidity of any provision shall not affect the validity of any other provision of these Conditions.

**1. 1. 4 Early departure, delay, cancellation and diversion of flights**

1. 1. 4. 1 General rules

**1. 1. 4. 1. 1 The flight times or aircraft types shown in timetables or elsewhere may change between the date of publication and the date of commencement of travel. Xiamen Airlines does not guarantee them to passengers and they do not form part of passengers' contract of carriage with Xiamen Airlines, nor do they form Xiamen Airlines' commitment to the flight times or aircraft types.**

**1. 1. 4. 1. 2 Subsequent to selling of tickets, Xiamen Airlines may change the flight times or aircraft types according to its reasonable judgment or operational needs, and will notify passengers of the change in flight times based on the valid contact information provided by the passengers.**

**1. 1. 4. 1. 3 Xiamen Airlines will take all reasonable measures to avoid flight delays, cancellations and diversions.** Except as otherwise provided by Chinese laws and international conventions, **Xiamen Airlines is not liable for any losses caused to passengers if it took all reasonable measures or it was impossible to take such measures; Xiamen Airlines is not liable for any further losses caused by passengers' failure to take appropriate measures.**

1. 1. 4. 2 Irregular flight services

1. 1. 4. 2. 1 Ticket service

**1. 1. 4. 2. 1. 1** If the scheduled departure time is advanced, the scheduled departure time is delayed more than 15 minutes, the flight is delayed in departure, canceled or diverted, or the connecting time of the subsequent connecting flight is less than the Minimum Connecting Time (MCT) due to the arrival delay of the preceding connecting flight, Xiamen Airlines, as the validating carrier, handles involuntary changes or involuntary refunds of tickets for the passenger in accordance with Para.1.1.9.2 or 1.1.10.6 in these Conditions. If the passenger accepts the alternate flight arranged by Xiamen Airlines and requests a change or a refund for his ticket due to his own reasons, the relevant provisions of voluntary changes or voluntary refunds of Para.1.1.9.1 or 1.1.10.7 in these Conditions shall apply.

**1. 1. 4. 2. 1. 2** Unless otherwise specified, before Xiamen Airlines releases irregular flight information such as flight delays or cancellations, if a passenger has voluntarily canceled a reservation, not shown

up, or missed a flight due to reasons not attributable to the carrier, the subsequent procedures for ticket refunds and changes shall be handled in accordance with the ticket conditions; before Xiamen Airlines releases irregular flight information such as flight delays or cancellations, if a passenger has already completed the ticket change procedures in accordance with the voluntary refund and change regulations, the change and refund fees paid will not be refunded.

#### 1. 1. 4. 2. 2 Information service

If a flight of Xiamen Airlines is delayed in departure, departs ahead of schedule, is canceled or diverted, Xiamen Airlines will provide flight status information in accordance with regulations.

#### 1. 1. 4. 2. 3 Meals and accommodation service

1. 1. 4. 2. 3. 1 If a flight is delayed in departure or canceled at the departure airport due to reasons attributable to Xiamen Airlines, Xiamen Airlines will provide services such as meals or accommodation for passengers according to its regulations.

1. 1. 4. 2. 3. 2 If a flight is delayed in departure or canceled at the departure airport due to reasons not attributable to Xiamen Airlines, Xiamen Airlines will assist passengers in arranging for meals or accommodation at the passengers' own expense.

1. 1. 4. 2. 3. 3 If a flight is delayed in departure or canceled at the alternate airport or the stopping place, Xiamen Airlines will provide meals or accommodation for passengers in accordance with regulations.

1. 1. 4. 2. 3. 4 "A flight is delayed in departure" in Para.1.1.4.2.3 refers to the situation that the actual off-block time of a flight is more than 15 minutes later than the scheduled departure time, excluding the situation that the departure time of a flight is later than the scheduled departure time due to the adjustment of the flight plan. "A flight is canceled" refers to the situation that the flight plan is terminated because the flight is estimated to be delayed or the flight is already delayed, excluding the situation that the flight plan is changed or terminated due to other reasons.

#### 1. 1. 4. 2. 4 Flight disruption statement

Xiamen Airlines will provide corresponding flight disruption statement for passengers in need. This written statement shall not serve as the basis for Xiamen Airlines to handle involuntary changes or involuntary refunds of tickets, or provide relevant services and compensation for passengers.

#### 1. 1. 4. 2. 5 Compensation for flight delays in arrival

1. 1. 4. 2. 5. 1 If a flight is delayed in arrival due to reasons attributable to Xiamen Airlines, Xiamen Airlines will provide one-off financial compensation to the passengers taking the flight based on the actual arrival delay time:

a) For a delay between 4 hours (including) and 8 hours, the compensation rate for each passenger is RMB 200;

b) For a delay of 8 hours or more, the compensation rate for each passenger is RMB 400;

c) Xiamen Airlines will negotiate with passengers, in a mutually agreed manner, to give compensation through cash or free tickets.

1. 1. 4. 2. 5. 2 "Delay" in Para.1.1.4.2.5 refers to the situation that the actual in-block time of a flight is



more than 15 minutes later than the scheduled arrival time, excluding the situation that the arrival time of a flight is later than the scheduled arrival time due to the adjustment of the flight plan.

1.1.4.2.5.3 **Xiamen Airlines will provide services for flight delays/cancellations and after diversions in accordance with Para.1.1.4.2, and will not assume any other liability.** If the international conventions, laws, and administrative regulations applicable to the flight have mandatory or prohibitory provisions on relevant matters, Xiamen Airlines will provide services in accordance with the applicable international conventions, laws, and administrative regulations.

### 1.1.5 Tickets

#### 1.1.5.1 General rules

1.1.5.1.1 The ticket of Xiamen Airlines evidences the carriage between Xiamen Airlines and the passenger named on the ticket. Xiamen Airlines will provide carriage only to the passenger holding a ticket issued by Xiamen Airlines or the carrier signing agreement with Xiamen Airlines.

1.1.5.1.2 When a passenger purchases more than one ticket, he enters into multiple independent contracts of carriage with Xiamen Airlines. When a passenger purchases an interline ticket, he enters into a single contract of carriage with Xiamen Airlines. According to relevant laws and regulations, as well as the provisions of these Conditions, the purchase of more than one ticket or of one interline ticket will have different legal effects. Unless otherwise specified, the rights and obligations between Xiamen Airlines and passengers agreed in these Conditions are only applicable to a single contract of carriage and are not involved in other contracts of carriage. Passengers shall fully understand this and choose to purchase according to their actual situation.

1.1.5.1.3 Each passenger shall individually hold a ticket. The ticket is registered, and may be used only by the passenger whose name is listed on the ticket and this must match the passenger's ID information. Otherwise, Xiamen Airlines reserves the right to refuse carriage.

1.1.5.1.4 A ticket is not transferable. A transferred ticket is invalid and non-refundable. If a ticket is presented by someone other than the person entitled to be carried thereunder or to a refund in connection therewith, Xiamen Airlines shall not be liable to the person so entitled if in good faith it provides carriage or makes a refund to the person presenting the ticket.

1.1.5.1.5 The passenger's name on the ticket shall be consistent with the identity information provided by the passenger, otherwise Xiamen Airlines reserves the right to refuse carriage.

1.1.5.1.6 If the coupon of the segment which the passenger requests to check in is used or invalid, Xiamen Airlines has the right to refuse carriage.

1.1.5.1.7 The passenger shall complete all flight segments listed on the ticket within the period of validity. If a discounted fare ticket imposes restrictions on the date of travel, the passenger shall complete all flight segments listed on the ticket within the given period of the applicable tariffs.

1.1.5.1.8 Domestic carriage by air shall use domestic tickets. The domestic air ticket purchased by a passenger outside of China and issued as an international ticket can be used only after being reissued



as a domestic ticket.

1. 1. 5. 1. 9 The flight coupons for domestic segments contained in an international interline ticket may be used directly, without being reissued as a domestic ticket.

1. 1. 5. 1. 10 Paper tickets shall not be altered. A ticket or receipt is invalid and non-refundable if it has been altered.

1. 1. 5. 1. 11 The name of Xiamen Airlines is abbreviated as “MF”, the airline designator code of Xiamen Airlines, in the ticket. When Xiamen Airlines is the validating carrier, the first three digits of the ticket number is “731”, the accounting code of Xiamen Airlines.

1. 1. 5. 2 Period of validity

1. 1. 5. 2. 1 **Unless otherwise provided in the ticket, these Conditions or applicable tariffs (The tariffs may limit the period of validity of a ticket, in which case the limitation will be shown on the ticket.), a ticket is valid for carriage for one year from the date of commencement of travel. If the first flight coupon is unused or open dated, the ticket is valid for carriage for one year from the date of issue thereof.**

1. 1. 5. 2. 2 **If the first flight coupon of a ticket has been used, the whole ticket or any conjunction ticket is valid for carriage for one year from the date of commencement of travel. Regardless of revised routing or ticket reissue afterwards, the original period of validity will not change.** If a ticket is totally unused, the period of validity of the ticket after reissue is one year from the date of commencement of travel. For the reissued ticket of which the first flight coupon is unused or open dated, the period of validity is one year from the date of reissue.

1. 1. 5. 2. 3 Unless otherwise agreed, the calculation of the validity of a ticket begins from midnight on the date of commencement of travel or the date of issue, until midnight on the date of expiration.

1. 1. 5. 2. 4 **Period of validity of travel**

**Some tickets at discounted fares impose strict restrictions on the longest and/or shortest time of a passenger's stay in a certain place. The passenger must complete his travel within the stipulated time limit.**

1. 1. 5. 3 Extension of validity

1. 1. 5. 3. 1 If a passenger is prevented from traveling within the period of validity of the ticket because Xiamen Airlines:

- a) cancels the flight on which the passenger holds a reservation; or
- b) omits a scheduled stop, being the passenger's place of departure, place of destination or a stopover; or
- c) fails to operate a flight reasonably according to the original schedule; or
- d) causes the passenger to miss a connection with the flight on which he holds a reservation; or
- e) is unable to provide previously confirmed space; or
- f) substitutes a different class of service.

the validity of such passenger's ticket will be extended until the first flight of Xiamen Airlines on which

space is available in the class of service for which the fare has been paid.

1. 1. 5. 3. 2 When a passenger holding a normal fare ticket or a discounted fare ticket with a same period of validity as the normal fare ticket, is prevented from traveling within the period of validity of the ticket because at the time such passenger requests reservations Xiamen Airlines is unable to provide space on the flight in the class of service, the validity of such passenger's ticket will be extended until the first flight of Xiamen Airlines on which space is available in the class of service for which the fare has been paid.

#### 1. 1. 5. 4 Invoice

1. 1. 5. 4. 1 The invoice that Xiamen Airlines can issue is Electronic Invoice (Itinerary/Receipt of E-ticket for Air Transport) (hereinafter referred to as Electronic Itinerary), Itinerary/Receipt of E-ticket for Air Transport (hereinafter referred to as Paper Itinerary), or ordinary VAT invoice, and the three cannot be issued repeatedly. Each e-ticket issues one invoice only and does not include additional services such as ticket refund, seat selection, and excess baggage.

1. 1. 5. 4. 2 Passengers can request an invoice from the original place of ticket purchase after all the itineraries of the purchased tickets have ended. The Electronic Itinerary shall be issued within 180 days after all the itineraries of the purchased tickets have ended at the latest; the Paper Itinerary shall be issued within 26 days after all the itineraries of the purchased tickets have ended at the latest; the ordinary VAT invoice shall be issued within 180 days after all the itineraries of the purchased tickets have ended at the latest.

1. 1. 5. 4. 3 **In case of a refund, the issued paper invoice shall be provided. The passenger shall keep it properly.**

1. 1. 5. 4. 4 If an issued paper invoice is lost due to the reasons attributable to the passenger, it will not be issued again.

#### 1. 1. 5. 5 Sequence and use of tickets

1. 1. 5. 5. 1 The ticket purchased by a passenger is only applicable for the transportation from the place of departure via any stopping places to the place of destination as listed on the ticket.

1. 1. 5. 5. 2 **Flight coupons of the ticket must be used in the sequence listed on the ticket. Use in the reversed sequence or skipping over flight segments is prohibited. Otherwise Xiamen Airlines has the right to refuse carriage.** If tariffs have special provisions on the sequence of use of flight coupons (for example, it is required that the ticket must be used in sequence), they shall be observed. Unless otherwise stipulated by tariffs, the unused flight coupons shall be refunded according to the refund restrictions of corresponding class within thirteen months from the date of commencement of travel (from the date of ticket issue if the first flight coupon is unused).

1. 1. 5. 5. 3 If the passenger wishes to change any aspect of transportation, he shall contact Xiamen Airlines in advance and observe relevant tariff provisions and limitations of ticket conditions. The fare for the passenger's new transportation will be recalculated, and the passenger will be given the option of accepting the new fare or maintaining his original transportation as ticketed. If the passenger is required

to change any aspect of transportation due to force majeure, he shall contact Xiamen Airlines as soon as practicable, and Xiamen Airlines will make reasonable efforts to transport the passenger to the next stopover or final destination, without recalculation of the fare.

**1.1.5.5.4 If the passenger changes his transportation without agreement from Xiamen Airlines, Xiamen Airlines will determine the fare based on the passenger's actual travel. The passenger will have to pay any difference between the fare paid and the new fare applicable to the changed transportation. Also, the unused coupons of the ticket cannot be used or refunded anymore.**

**1.1.5.5.5 Some changes to transportation of the ticket will result in an increase of fare price, such as changing the place of departure or reversing the direction of travel. Some fares are only applicable to the flight with a specific date as listed on the ticket and cannot be changed, or can only be changed after a passenger has paid for relevant charges.**

1.1.5.5.6 A scheduled ticket is only applicable to the date and flight specified on the ticket.

1.1.5.5.7 An open ticket or a ticket containing open flight segments means that the passenger may, at the time of ticket purchase, allow the reservation status of the whole ticket or a certain flight segment to be open according to his needs and tariff rules. One or more of the carrier, flight number, date and reservation status of the ticket can be open at the time of purchase according to the route tariff rules, but must be confirmed before the actual carriage.

1.1.5.5.8 Each flight coupon contained in the passenger's ticket will be accepted for carriage by the carrier in the class of service on the date and flight for which space has been reserved.

1.1.5.5.9 If the passenger holds an open ticket, space will be reserved on application subject to Xiamen Airlines applicable fare, tariff rules and the availability of space on the flight applied for. Within the scope permitted by the ticket conditions and the contract of carriage, the first confirmation of open items on such ticket free of charge before the actual carriage can be exempted from change fees, and only the fare difference between the new ticket when space is reserved and the original open ticket will be charged.

1.1.5.5.10 If the change after confirmation or the confirmation of open items results in the change of reserved items in the original ticket, the fare for the whole routing shall be recalculated according to the ticket conditions, and the resulting fare difference and corresponding change fees shall be charged.

**1.1.5.5.11 In the event the passenger does not show up for any flight on which he holds a reservation without advising Xiamen Airlines in advance, Xiamen Airlines may cancel his return or onward reservations as specified on the ticket.**

### **1.1.6 Fares, taxes and charges**

#### **1.1.6.1 Fares**

1.1.6.1.1 Fares apply only for air carriage from the airport at the point of origin to the airport at the point of destination. Fares do not include ground transport service between airports in the same city and between airports and city centers, and various additional taxes and charges.

1.1.6.1.2 Applicable fares are those applicable and in effect at the time the passenger purchases the ticket for travel on the specific date, route and other information shown on the ticket. If the fare is adjusted after the ticket is sold, the fare amount will not change. Should the passenger change transportation, this may have an impact on the fare to be paid.

1.1.6.1.3 The passenger purchasing a normal/discounted fare ticket shall comply with the ticket conditions of such fare. Special refund and endorsement restrictions may apply to some tickets which are sold at discounted fares. For example, some tickets may be partially or completely non-refundable, or non-endorsable. Passengers should choose the fare best suited to their needs.

#### 1.1.6.2 Special fares

1.1.6.2.1 Disabled servicemen, disabled people's policemen and disabled fire and rescue personnel can purchase special tickets at 50% of the adult normal fare applied to the same flight by virtue of Certificate for Disabled Servicemen of the People's Republic of China, Certificate for Disabled People's Policemen of the People's Republic of China and Certificate for Disabled Fire and Rescue Personnel of the People's Republic of China.

1.1.6.2.2 A child can be charged 50% of the adult normal fare applied to the same flight and provided with a separate seat. Xiamen Airlines will provide a certain number of seats for children based on the availability of seats on the flight.

1.1.6.2.3 An infant can be charged 10% of the adult normal fare applied to the same flight but will not be provided with a separate seat. The passenger requiring a separate seat for his infant must purchase a child fare ticket.

1.1.6.2.4 Disabled servicemen, disabled people's policemen, disabled fire and rescue personnel, children and infants may choose to purchase other discounted fare tickets other than those special fare tickets in Para.1.1.6.2.1, 1.1.6.2.2 and 1.1.6.2.3, but shall abide by the corresponding ticket conditions.

#### 1.1.6.3 Taxes and charges (regardless of type)

1.1.6.3.1 Any tax or charge imposed by government or other authority, or by the approved operator of an airport, in respect of the use by a passenger of any service or facilities will be in addition to the applicable fares and shall be collected by the airlines and be payable by the passenger.

1.1.6.3.2 Fuel surcharge, aviation insurance surcharge and sales-related charges shall be issued and collected by the carrier according to relevant national regulations. The infant who is charged 10% of the adult normal fare but does not occupy a seat is exempt from fuel surcharge, while the child is charged at 50% of fuel surcharge for the adult. Currently, Xiamen Airlines domestic routes do not charge aviation insurance surcharge.

#### 1.1.6.4 Payment of fares

1.1.6.4.1 The passenger shall pay fares in the currency using the payment method regulated by the State, and all fares must be pre-paid prior to travel, unless other arrangements have been agreed upon between Xiamen Airlines and the passenger.

1.1.6.4.2 When the fare amount that has been collected is inconsistent with the applicable fares or

there has been a mathematical error, according to Xiamen Airlines regulations, the difference shall be paid by the passenger, or, as the case may be, refunded by Xiamen Airlines.

1.1.6.4.3 The ticket fares shall be calculated in RMB 10 (Yuan) and rounded to the nearest tens; any other charges collected or paid by Xiamen Airlines shall be calculated in RMB and rounded to the nearest whole number.

### 1.1.7 Reservations and ticket purchase

#### 1.1.7.1 General rules

1.1.7.1.1 Passengers may consult, reserve and purchase tickets from the direct sales agencies (including but not limited to ticket offices of Xiamen Airlines branches and sales offices, official website, mobile application, WeChat official account and customer service hotline 95557 of Xiamen Airlines, etc.) or authorized sales agents of Xiamen Airlines.

1.1.7.1.2 Reservations will not be valid until the fare has been paid in accordance with the procedures and time limits set forth by Xiamen Airlines and a ticket has been accepted and issued with the reservations listed on the corresponding flight coupon by Xiamen Airlines or Xiamen Airlines authorized sales agents. Reservations are not confirmed until recorded as accepted by Xiamen Airlines or Xiamen Airlines authorized sales agents.

1.1.7.1.3 In accordance with Xiamen Airlines regulations, certain discounted fares may have conditions which limit or exclude the passenger's right to change, endorse, refund or cancel reservations.

1.1.7.1.4 Xiamen Airlines may suspend reservations for a certain flight when necessary.

1.1.7.1.5 A passenger's request to change or cancel reservations shall be made within the time limit specified by Xiamen Airlines. If some fares are subject to limitations, the passenger's request to change or cancel reservations shall comply with such limitations.

**1.1.7.1.6 If a passenger does not use a reservation in accordance with Xiamen Airlines regulations and fails to advise Xiamen Airlines in advance, Xiamen Airlines shall be entitled to cancel all his reservations.**

**1.1.7.1.7 Xiamen Airlines reserves the right to refuse to sell tickets and carry any passenger who is unfit for travel by air. Passengers under limited carriage can only reserve seats and purchase tickets with the consent of Xiamen Airlines and other relevant carriers if they meet certain requirements.**

**1.1.7.1.8 Xiamen Airlines has the right to restrict the reservations and ticket purchase of passengers who occupy seats maliciously or purchase tickets falsely.**

#### 1.1.7.2 Ticketing time limits

If a passenger has not paid for the ticket prior to the specified ticketing time limit, Xiamen Airlines may cancel the reservation.

#### 1.1.7.3 Personal data

1.1.7.3.1 The passenger gives personal data to Xiamen Airlines for the purposes of making a reservation for carriage and for obtaining ancillary services. For these purposes, the passenger authorizes Xiamen Airlines to retain such data and to transmit it to its own offices, other carriers, the providers of such services, or the institutions approved by laws and regulations.

1.1.7.3.2 When purchasing tickets, the passenger must provide a valid ID or other valid identity documents issued by the public security organs, ensure that they are the same as those used for check-in and boarding, and provide accurate and valid contact details.

1.1.7.3.3 The passenger shall provide a valid certificate or proof containing the birth date of a child or an infant when purchasing a child fare ticket or an infant fare ticket.

1.1.7.3.4 The passenger shall be responsible for the authenticity and validity of personal data, while Xiamen Airlines has no obligation for the review.

1.1.7.3.5 If the passenger refuses to provide necessary personal data, Xiamen Airlines has the right not to accept reservations and ticket purchase.

#### 1.1.7.4 Information notifications

1.1.7.4.1 When Xiamen Airlines or Xiamen Airlines sales agents sell tickets through the Internet, they will notify passengers of the main service information of reservations, air safety information and other necessary contents. Passengers shall read and confirm they agree to above contents before purchasing tickets. Otherwise, Xiamen Airlines has the right not to accept reservations and ticket purchase.

1.1.7.4.2 When Xiamen Airlines or Xiamen Airlines sales agents sell tickets through ticket offices, telephone and other means, they will remind passengers to read the main service information, air safety information and other necessary contents, and notify them of the access to such information. After purchasing tickets, passengers are deemed to have read and agreed to above information.

#### 1.1.7.5 Seating arrangements

1.1.7.5.1 **Xiamen Airlines will endeavor to honor advance seating requests. However, Xiamen Airlines cannot guarantee any particular seat requested by the passenger, and only provides seats in the class of service for which the ticket has been issued. For operational, safety or security reasons, the carrier reserves the right to assign or reassign seats at any time, even after boarding of the aircraft.**

1.1.7.5.2 The passengers seated in emergency exit seats must be designated by Xiamen Airlines, who shall read relevant instructions on emergency exits in detail and have the capability to complete emergency evacuation functions.

### 1.1.8 Limitation of carriage and refusal of carriage

#### 1.1.8.1 Limitation of carriage

1.1.8.1.1 **Scope of limited carriage (services): Special passengers whom need to be taken special care of during a flight due to their physical or mental condition, or who may be carried only under certain conditions, e.g. children, unaccompanied minors, infants, passengers**

**applying for use of bassinets, sick passengers, disabled passengers, passengers carrying donated human organs, pregnant women, criminal suspects or prisoners, shall be subject to prior arrangement with Xiamen Airlines and relevant carriers in accordance with regulations of Xiamen Airlines and relevant carriers before purchasing tickets and taking flights.**

1.1.8.1.2 Xiamen Airlines only accepts infants who have been born for more than 14 days but are under the age of two on the date of commencement of travel for carriage. An infant shall be held by an adult passenger during the flight. If the adult passenger requires a separate seat for his/her infant, he/she shall carry a child constraint system approved by the civil aviation authorities. Every adult can take up to 3 children and infants to travel with him/her, and the number of infants shall not be more than 1.

1.1.8.1.3 Xiamen Airlines only accepts unaccompanied minors who are over the age of five but under the age of twelve as of the date of commencement of travel for carriage. Unless otherwise agreed, the carriage of unaccompanied minors shall be applied to Xiamen Airlines 24 hours before takeoff and relevant formalities shall be carried out before traveling.

1.1.8.1.4 Infants and the children other than those listed in Para.1.1.8.1.3 shall be accompanied by adult passengers who have reached the age of 18 and have full capacity for civil conduct in the same class during travel.

1.1.8.1.5 Xiamen Airlines may accept unaccompanied teenagers who are over 12 years old and under 16 years old as of the date of commencement of travel for carriage (optional and paid service). Unless otherwise agreed, the carriage of unaccompanied teenagers shall be applied to Xiamen Airlines 24 hours before takeoff and relevant formalities shall be carried out before traveling.

1.1.8.1.6 Xiamen Airlines may accept passengers traveling on stretchers for carriage who must be accompanied by a person having full capacity for civil conduct and tending on the flight in the same class of service.

1.1.8.1.7 If the passenger has any of the following conditions, he shall hold a medical certificate recognized by Xiamen Airlines and obtain the consent of Xiamen Airlines before ticket purchase and traveling. The medical certificate shall be issued by a hospital of level 2 or above, specialized hospital, overseas clinic or medical center, and include such a statement: "the passenger is diagnosed to be medically fit for travel by air", or other similar statement, with the doctor's signature and the medical organization's official seal. For the passengers recovering from face-lifting or plastic surgery, the medical certificate can also be issued by the outpatient department. Only the medical certificate issued within 72 hours before the scheduled time of departure remains valid.

a) The passenger carrying an incubator on board;

b) The passenger whose health is threatened by air travel or who requires special medical care during the flight, including the medical conditions not mentioned in Para.1.1.8.2.14 that may adversely affect the passenger's health and flight safety during the flight.

1.1.8.1.8 Number of passengers to whom carriage (services) is limited: For safety reasons, Xiamen



Airlines may limit the number of passengers to whom carriage (services) is limited on each flight.

### 1. 1. 8. 2 Refusal of carriage

**Xiamen Airlines may refuse carriage of any passenger or passenger's baggage for reasons of safety or if, in the exercise of its reasonable discretion, Xiamen Airlines determines that:**

- 1. 1. 8. 2. 1 the carriage is banned by national laws, policies, regulations and orders; or
- 1. 1. 8. 2. 2 such action is necessary because the passenger has failed to observe any applicable national laws, rules, government regulations and other normative documents, or the instructions of Xiamen Airlines; or
- 1. 1. 8. 2. 3 the passenger has failed to produce valid travel documents as required by national laws, rules, government regulations and other normative documents; or
- 1. 1. 8. 2. 4 the valid identity documents produced by the passenger during check-in are different from the valid identity documents used for purchasing the ticket; or
- 1. 1. 8. 2. 5 the passenger has refused to submit to a security check for himself or his baggage; or
- 1. 1. 8. 2. 6 the passenger has refused to observe the instructions given by crewmembers or authorized personnel to perform exit seat regulations of Xiamen Airlines, or to obey the crew's commands; or
- 1. 1. 8. 2. 7 the passenger is a disabled person, but the number of disabled persons on board has reached the maximum limit, or the only seat suitable for the disabled passenger is an emergency exit seat; or
- 1. 1. 8. 2. 8 the applicable fare or any charges or taxes payable have not been paid, or credit arrangements agreed between Xiamen Airlines or relevant carriers and the passenger have not been complied with; or
- 1. 1. 8. 2. 9 the person presenting the ticket cannot prove that he is the person named in the "Name of Passenger" box of the ticket; or
- 1. 1. 8. 2. 10 the ticket presented by the passenger has been acquired unlawfully or has been purchased from an entity other than Xiamen Airlines or its authorized sales agents, or has been reported as being lost or stolen, or is a counterfeit ticket, or any flight coupon has been altered by anyone other than Xiamen Airlines or its authorized sales agents, or has been mutilated; or
- 1. 1. 8. 2. 11 the passenger who shall be assisted by other person to move rapidly to the exit in case of emergency situation, by Xiamen Airlines' procedures or reasonable notifications/requests, is not willing to observe the procedures or notifications/requests; or in accordance with the procedures, the passenger shall not be transported; or
- 1. 1. 8. 2. 12 the passenger's unchecked baggage exceeds the allowable size, weight and number restricted by Xiamen Airlines Operations Specifications; or
- 1. 1. 8. 2. 13 the passenger is drunk; or
- 1. 1. 8. 2. 14 the conduct, age, or mental or physical state of the passenger is deemed unfit for air travel (except for the case in which a medical certificate indicating the passenger is fit for air travel is issued by a hospital of level 2 or above, specialized hospital, overseas clinic or medical center), or is such as to

cause discomfort or make himself objectionable to other passengers, or involve any hazard or risk to himself or to other persons or to property:

a) Cardiovascular diseases

1) Hypertension with systolic pressure exceeding 180mmHg or diastolic pressure exceeding 110mmHg; hypotension with diastolic pressure lower than 90mmHg, accompanied by uncomfortable symptoms such as dizziness, palpitation and nausea;

2) Frequent angina pectoris, severe arrhythmia, severe heart failure or myocarditis in 30 days;

3) Myocardial infarction occurred within 6 weeks;

4) Severe valvular heart disease accompanied by palpitation, fatigue, etc.;

5) Chest distress, chest pain, palpitation, abdominal pain, lumbago, etc. occurred within 2 hours prior to flight departure.

b) Brain diseases

1) Within 14 days after cerebrovascular accidents which mainly include cerebral infarction, cerebral embolism and cerebral hemorrhage (subarachnoid hemorrhage, rupture and bleeding of aneurysms, cerebral dural arteriovenous fistulas or cavernous hemangioma);

2) Craniocerebral injury, skull fracture with coma or irregular respiratory rhythm;

3) Within 24 hours after epilepsy.

c) Respiratory system diseases

1) Asthma that frequently and seriously occurs or needs to be treated in hospital;

2) Respiratory disease with significantly difficult breathing in resting state;

3) Patients suffering from spontaneous pneumothorax, hemopneumothorax or exudative pleurisy cured for less than 2 weeks or accompanied by respiratory dysfunction.

d) Digestive system diseases:

1) Patients with upper gastrointestinal bleeding and with gastrointestinal bleeding stopped for less than 3 weeks;

2) Onset of pancreatitis, bowel obstruction, appendicitis, cholecystitis and other acute abdomen.

e) Blood system diseases: anaemia patients with haemochrome (hemoglobin) lower than 60g/L;

f) Eye diseases

1) Within 48 hours after cataract surgery, pterygium surgery and laser eye surgery;

2) Within 7 days after surgery of penetrating eye injuries;

3) Gas for treating retinal detachment has not been fully absorbed (sometimes gas needs to be injected into the eye to increase intraocular pressure during treatment).

g) Orthopedic diseases

1) Untreated fracture;

2) Fracture fixed with tubular plaster and traction with weight adjusting hammer;

3) Within 24 hours for fracture fixed with non-tubular plaster;

4) After medical treatment for hip and spinal injuries, it is not possible to use the standard seat of the aircraft to sit, or the seat back cannot maintain an upright position during takeoff/landing, without satisfactory alternative methods, which cannot comply with safety regulations.

h) Recent history of surgery (including minimally invasive surgery)

1) Within 7 days after mandibular fixation;

2) Within 7 days after tonsillectomy or with significant discomfort such as sore throat;

3) Within 7 days after appendectomy;

4) Within 7 days after thyroidectomy;

5) Within 10 days after major abdominal organ resection (gastrectomy, hepatectomy, nephrectomy) or with unstable vital signs;

6) Within 3 weeks after cardiac surgery (within 3 days after cardiac radiofrequency ablation).

i) Others

1) Women who just gave birth within 7 days;

2) Infants who were born within 14 days;

3) Expectant mothers who have conceived a child for more than 36 weeks (36 weeks included), or who have conceived two children or more during a pregnancy for more than 32 weeks (32 weeks included);

4) A passenger's mental condition and behavior, including being affected by alcohol or drugs, may endanger or affect the safety and health of the passenger, other passengers or crew members. For example, if the passenger is mentally ill and during the onset of the illness, the passenger may cause harm to other passengers or himself/herself;

5) Passengers with obvious symptoms, body odor or peculiarities that may cause other passengers' displeasure;

6) Passengers who need blood transfusion or infusion onboard;

7) Closed thoracic drainage (excluding tracheal intubation, urinary tube, gastric tube, gallbladder drainage tube, etc.);

8) Passengers with unstable vital signs caused by various reasons (including various tumor patients), with other diseases that are deemed medically unfit for air travel or may deteriorate in the air;

9) Passengers determined to be unfit for air travel by the doctor from the airport;

10) Special passengers who cannot provide the certificates specified by Xiamen Airlines.

1.1.8.2.15 the passenger has committed other acts that may endanger flight safety or public order.

1.1.8.3 Arrangements for passengers who have been refused carriage

If a passenger has been refused carriage due to the provisions of Para.1.1.8.2.1 to 1.1.8.2.7, 1.1.8.2.9 and 1.1.8.2.12 of these Conditions, Xiamen Airlines shall timely issue a written explanation, unless otherwise stipulated by the State; if the passenger requests to change or refund his ticket, Xiamen Airlines may handle the request in accordance with the applicable General Conditions of Carriage and ticket conditions:

a) As for the passenger who has been refused carriage due to Para.1.1.8.2.7, the provisions of involuntary refunds shall apply;

b) As for the passenger who has been refused carriage due to Para.1.1.8.2.8, the passenger shall pay up the fare, tax and charge difference, or the provisions of voluntary refunds shall apply;

c) As for the passenger who has been refused carriage due to Para.1.1.8.2.9 and 1.1.8.2.10, Xiamen Airlines reserves the right to retain his ticket and when necessary, will report to relevant authorities;

d) As for the passenger who has been refused carriage due to the reasons other than above paragraphs, the provisions of voluntary refunds shall apply.

1.1.8.4 Passengers need to understand the possible risks and responsibilities of sudden illness during flight, including the expenses incurred by airlines for diversion and landing at alternate airports due to treatment of passengers. Xiamen Airlines reserves the right to investigate the legal liability of passengers who, knowing that they are unfit for air travel, violate the provisions of these Conditions and complete ticket purchase and traveling by concealment, deception or misleading.

### **1.1.9 Ticket changes**

#### **1.1.9.1 Voluntary changes**

1.1.9.1.1 Voluntary changes of tickets mean that the passenger requests to reschedule, change or endorse a ticket on which a reservation is held for his own reasons. Charges and endorsements of voluntary changes of tickets shall be handled in accordance with the ticket conditions in force, unless otherwise provided in tariffs.

1.1.9.1.2 If a passenger, after purchasing a ticket, voluntarily requests a change in the flight, flight date or class of service, Xiamen Airlines and Xiamen Airlines authorized sales agents shall actively handle the request when the availability of seats on the flight and the ticket conditions are permitted. If the change results in an increase of fare price, the passenger shall pay the fare difference; if the change results in a decrease of fare price, the provisions of voluntary refunds shall apply, and then the passenger will purchase a new ticket.

1.1.9.1.3 If a passenger, after purchasing a ticket, voluntarily requests an endorsement, Xiamen Airlines may endorse his ticket if the passenger's ticket has no endorsement restriction, and the carrier to which the passenger requests to change has signed an agreement with Xiamen Airlines to mutually issue or receive tickets. Passengers who do not meet the above requirements and request endorsements shall be subject to the provisions of voluntary refunds.

1.1.9.1.4 Unless otherwise specified, children and infants paying children fare shall be charged change fees the same as adults, and infants not occupying passenger seats are exempt from change fees.

1.1.9.1.5 If a passenger, after purchasing a ticket, requests a change in the route or the passenger's name for his own reasons, the original ticket is refunded in accordance with the provisions of voluntary

refunds, and a new ticket will be purchased on the basis of the new route or the new passenger's name.

1.1.9.1.6 The rate of change fees is calculated based on the time of cancellation of the reserved seat. Unless otherwise provided in tariffs, change fees and fare difference shall be calculated according to the face value of tickets.

1.1.9.1.7 After the issuance of electronic tickets, it is not allowed to change passenger identity information.

1.1.9.1.8 Xiamen Airlines sales agents are not allowed to handle endorsements for passengers without special authorization from Xiamen Airlines.

#### 1.1.9.2 Involuntary changes

1.1.9.2.1 Involuntary changes of tickets mean that the passenger changes his ticket because the flight is canceled, delayed in departure, or departs ahead of schedule, the route is changed, the class of service is changed, or the carrier cannot operate the original flight, etc.; or the passenger changes his ticket for the subsequent connecting flight because the connecting time is less than the Minimum Connecting Time (MCT), which is brought about by arrival delay of the connecting flight, due to reasons attributable to Xiamen Airlines, or not attributable to Xiamen Airlines such as weather and air traffic control.

1.1.9.2.2 If a passenger involuntarily changes his ticket due to weather, flow control or other uncontrollable or unpredictable reasons not attributable to Xiamen Airlines, Xiamen Airlines shall adopt any of the following measures by considering the reasonable needs of the passenger without charging change fees:

- a) When ticket conditions permit, give priority to arranging an available seat on the most recent flight of Xiamen Airlines for the passenger;
- b) When ticket conditions permit, make an endorsement to another carrier after getting consent from the passenger and the carriers concerned;
- c) Reroute the passenger to the destination or point of stopover by other flights of Xiamen Airlines, refund the passenger any overcharge in ticket fare and excess baggage fees but do not require the passenger to pay for any short falls, and charge the passenger additional taxes, ground transport service fee and other service costs arising thereof.

1.1.9.2.3 If a passenger involuntarily changes his ticket due to aircraft maintenance, flight rescheduling or other reasons attributable to Xiamen Airlines, Xiamen Airlines shall adopt any of the following measures by considering the reasonable needs of the passenger without charging change fees:

- a) Give priority to arranging an available seat on the most recent flight of Xiamen Airlines for the passenger;
- b) Make an endorsement to another carrier after getting consent from the passenger and the carriers concerned;
- c) Reroute the passenger to the destination or point of stopover by other flights of Xiamen Airlines and/or other carriers, or other means of transportation accepted by both parties, refund the passenger

any overcharge in ticket fare, excess baggage fees and other service costs but do not require the passenger to pay for any short falls.

### 1. 1. 10 Refunds

#### 1. 1. 10. 1 General rules

1. 1. 10. 1. 1 On failure by Xiamen Airlines to provide carriage in accordance with the contract of carriage, or where a passenger requests a voluntary change in his arrangements, a refund for an unused Xiamen Airlines ticket or portion thereof shall be made by Xiamen Airlines in accordance with relevant provisions.

1. 1. 10. 1. 2 Refunds will only be made on condition that the ticket is OPEN FOR USE and the proof of payment is provided.

1. 1. 10. 1. 3 Flight disruption statement issued by Xiamen Airlines only explains the flight operations situation at the time of issuance, and does not serve as the basis for a passenger's involuntary change or refund. The passenger shall go through the involuntary change or refund procedure by confirming the flight irregularity information with the direct sales agencies of Xiamen Airlines (or Xiamen Airlines customer service hotline 95557). The change/cancellation of reservations or the refund requested prior to the release of flight irregularity information shall be handled in accordance with the provisions of voluntary changes or voluntary refunds.

**1. 1. 10. 1. 4 If a passenger terminates his travel voluntarily at a stopping place, no refund is available for unused segments of his flight.**

1. 1. 10. 1. 5 The rate of cancellation fees is calculated based on the time of cancellation of the reserved seat.

1. 1. 10. 1. 6 Cancellation fees shall be calculated according to the face value of tickets.

1. 1. 10. 1. 7 Rounding of refunds: When it comes to calculating cancellation fees and the fare amount to be deducted, the next step of calculation shall be taken after rounding.

1. 1. 10. 1. 8 If the passenger who has changed flight voluntarily and paid change fees requests a refund when the changed flight is not operated as scheduled (due to reasons attributable to Xiamen Airlines or not), the ticket can be refunded free of cancellation fees while the previously paid change fees cannot be refunded.

#### 1. 1. 10. 2 Person to whom refund will be made

1. 1. 10. 2. 1 Xiamen Airlines shall be entitled to make a refund to the person named in the ticket.

1. 1. 10. 2. 2 The passenger shall present his valid ID document when requesting a refund; in cases where the person to whom refund will be made is not the passenger named on the ticket, the person shall present a valid ID document for the passenger along with his own valid ID document.

1. 1. 10. 2. 3 If a ticket has been paid for by a person other than the passenger named in the ticket, and Xiamen Airlines has indicated on the ticket that there is a restriction on refund, Xiamen Airlines may make a refund only to the person paying for the ticket or to that person's order.

1. 1. 10. 2. 4 If the person requesting a refund is not the passenger named on the ticket or the person

who has paid for the ticket, the person shall present a valid ID document for the passenger or the person who has paid for the ticket and a refund authorization letter, along with his own valid ID document.

**1. 1. 10. 2. 5 In accordance with the provisions of Para.1.1.10.1, a refund made to anyone holding himself as a person to whom refund may be made in terms of Para.1.1.10.2.1, 1.1.10.2.2, 1.1.10.2.3, or 1.1.10.2.4 shall be deemed a proper refund and shall discharge Xiamen Airlines from liability.**

#### **1. 1. 10. 3 Time limit for refunds**

**The passenger shall request a refund within thirteen months from the date of commencement of travel (from the date of ticket issue if no portion of the ticket has been used) at the latest. If no portion of a ticket has been used, after it is reissued, the passenger shall request a refund for the new ticket within thirteen months from the date of commencement of travel (from the date of reissue if the first flight coupon is unused after reissue) at the latest. If the passenger fails to do so within the time limit, no refund of fares, taxes or charges is available.**

#### **1. 1. 10. 4 Place and method of refunds**

1. 1. 10. 4. 1 Normally, the ticket will be refunded according to the original payment method and currency.

1. 1. 10. 4. 2 Involuntary refunds may be handled at the direct sales agencies of Xiamen Airlines in the place where the ticket was purchased, or at the point of origin, destination or stopping places, or where the passenger has requested the refund; or at the direct sales agencies or authorized sales agents of Xiamen Airlines in the place where the event leading to involuntary refunds occurred.

1. 1. 10. 4. 3 Voluntary refunds may be handled in the place where the ticket was purchased or at the direct sales agencies of Xiamen Airlines; except for the special products or discounted fares with restrictions on the place of refunds.

1. 1. 10. 4. 4 If a passenger holding an open ticket requests a refund, the refund can only be handled in the place where the ticket was purchased.

#### **1. 1. 10. 5 Refund to debit or credit cards**

If a passenger pays for the ticket by a credit or debit card, the ticket can only be refunded to the original card account. Xiamen Airlines will calculate the refund on the basis of the ticket fare amount and currency originally paid by the passenger in accordance with this rule. Due to currency exchange differences, the ticket fare amount refunded to the passenger's card may be different from the amount originally recorded in the bank statement by the credit or debit card company. The passenger is not entitled to claim a refund from Xiamen Airlines for this difference.

#### **1. 1. 10. 6 Involuntary refunds**

1. 1. 10. 6. 1 Involuntary refunds mean that the passenger requests a refund because the flight is canceled, delayed in departure, or departs ahead of schedule, the route is changed, the class of service is changed, or the carrier cannot operate the original flight, etc.; or the passenger terminates his trip and requests a refund because the connecting time of subsequent connecting flight is less than the Minimum Connecting Time (MCT), which is brought about by arrival delay of the connecting flight due to reasons attributable to Xiamen Airlines, or not attributable to Xiamen Airlines such as weather and air traffic



control.

1. 1. 10. 6. 2 Involuntary refunds shall be handled in accordance with the following provisions:

a) If no portion of the ticket has been used, refund an amount equal to the fare paid (including taxes and charges) without cancellation fees;

b) If a portion of the ticket has been used, and the passenger requests a refund, refund an amount equal to the difference between the fare paid and the applicable fare for the travel between the points for which the ticket has been used, less any used taxes and charges, and charge no cancellation fees; when the aircraft lands at the stopping place specified on the ticket or at another station other than the stopping place specified on the ticket, and the passenger requests a refund, refund an amount based on the proportion of the travel between the landing station and the destination station to the original routing, but in no instance can the amount of the refund exceed the amount paid for the original fare.

1. 1. 10. 7 Voluntary refunds

Voluntary refunds mean that the passenger requests a refund for his own reasons, which is subject to the ticket conditions of the relevant tariff.

1. 1. 10. 8 Cancellation fees are waived in the following circumstances:

a) No cancellation fees will be charged for the infant who is charged 10% of the adult normal fare but does not occupy a seat;

b) If a passenger requests a refund due to illness, according to Xiamen Airlines regulations, he shall present a real and valid medical certificate issued by the medical organization above level 2, before the scheduled time of departure, indicating that he is not fit for travel by air on the flight date as shown on the ticket (including diagnosis certificate, hospital bill and medical record, which shall be issued earlier than the departure time listed on the ticket). No cancellation fees will be charged then. If the person accompanying the sick passenger requests a refund, he must present the copy of the sick passenger's ticket and relevant certificates, and conduct the refund procedure together with the sick passenger concurrently. No cancellation fees will be charged then. If the person accompanying the sick passenger does not conduct the refund procedure together with the sick passenger concurrently, cancellation fees will be charged according to the corresponding ticket conditions. For each sick passenger, at most two accompanying persons can get refunds free of cancellation fees;

c) In the event of death of a passenger and his immediate family member before the commencement of travel, provided a death certificate or a kinship certificate required by the airlines is presented, no cancellation fees will be charged for the passenger and his immediate family member. A passenger's immediate family members include: the passenger's parents, father-in-law, mother-in-law, spouse and children;

d) No cancellation fees will be charged for disabled servicemen, disabled people's policemen and disabled fire and rescue personnel, purchasing special tickets by virtue of Certificate for Disabled Servicemen of the People's Republic of China, Certificate for Disabled People's Policemen of the People's Republic of China and Certificate for Disabled Fire and Rescue Personnel of the People's

Republic of China. For those disabled servicemen, disabled people's policemen and disabled fire and rescue personnel, who are charged based on other normal or discounted fares published by Xiamen Airlines, their refunds will be handled according to the corresponding ticket conditions.

### 1. 1. 10. 9 Right to refuse refund

**Except for involuntary refunds, Xiamen Airlines shall refuse to make refunds in any one or more of the following situations:**

- a) **The passenger fails to request a refund within the specified time limit for refunds;**
- b) **The passenger fails to present valid documents, tickets or certificates when requesting a refund;**
- c) **When the fare for the transportation used is equal to or higher than that of the whole transportation, the unused flight coupons cannot be refunded;**
- d) **The ticket is indicated with a "non-refundable" restriction.**

### 1. 1. 10. 10 Tax and charge refund

When making a refund, Xiamen Airlines shall refund taxes and charges that have not been incurred at the time the passenger purchased the ticket. For the ticket that has no balance refundable or is non-refundable, taxes and charges can be refunded separately without service charges within the time limit for refunds specified in Para.1.1.10.3.

## 1. 1. 11 Check-in and boarding

### 1. 1. 11. 1 General rules

1. 1. 11. 1. 1 The check-in deadline varies from airport to airport. The passenger shall arrive at the airport sufficiently in advance of flight departure to permit completion of check-in procedures via his ticket and valid identity document which is the same as that used for purchasing the ticket. In the case of a code-share flight, Xiamen Airlines and its authorized agents shall tell the passenger to check in at the operating carrier's counter.

1. 1. 11. 1. 2 When the passenger is going through check-in procedures, Xiamen Airlines or its authorized agents shall accurately and clearly display the passenger's name, flight number, flight date, boarding time, boarding gate, flight segments and other determined information on the paper or electronic boarding pass.

1. 1. 11. 1. 3 Xiamen Airlines or its authorized agents shall timely inform passengers of any change in boarding gate, boarding time, etc.

1. 1. 11. 1. 4 If the passenger fails to arrive in time at the check-in counter or boarding gate, or fails to complete check-in procedures before the check-in deadline, or fails to present his valid identity document, ticket and/or boarding pass, or appears not ready to travel, Xiamen Airlines may cancel the space reserved for the passenger and will not delay the flight. Xiamen Airlines is not liable to the passenger for any resultant loss or expense. If the passenger requests a change or a refund due to above reasons, the provisions of voluntary changes or voluntary refunds shall apply.

1.1.11.1.5 Passengers and their baggage must go through security check before check-in and boarding.

1.1.11.1.6 **After the cabin door closure and taxi out, passengers on board are not allowed to terminate trip except for force majeure and sudden illness or life-threatening conditions.**

1.1.11.2 No show

Xiamen Airlines shall not be held responsible for any losses or expenses incurred by a passenger who does not show up due to reasons not attributable to Xiamen Airlines. If the passenger requests a change or a refund, the provisions of voluntary changes or voluntary refunds shall apply. If a passenger does not show up due to reasons attributable to Xiamen Airlines, the provisions of involuntary changes or involuntary refunds shall apply.

1.1.11.3 Miss a flight

Xiamen Airlines shall not be held responsible for any losses or expenses incurred by a passenger who misses a flight due to reasons not attributable to Xiamen Airlines. If the passenger requests a change or a refund, the provisions of voluntary changes or voluntary refunds shall apply. If a passenger misses a flight due to reasons attributable to Xiamen Airlines, the provisions of involuntary changes or involuntary refunds shall apply.

1.1.11.4 Take a wrong flight

1.1.11.4.1 For the passenger who takes a flight to the wrong destination due to his own reasons, Xiamen Airlines will arrange a seat for the passenger on the earliest flight of Xiamen Airlines, Hebei Airlines or Jiangxi Airlines to the destination specified on the ticket, with the difference in fares neither refunded nor charged based on the actual fare paid.

1.1.11.4.2 For the passenger who takes a flight to the wrong destination due to reasons attributable to Xiamen Airlines, Xiamen Airlines will arrange a seat for the passenger on the subsequent flight as soon as possible. If the passenger requests a refund, the provisions of involuntary refunds shall apply.

1.1.11.5 Connections of interline flights

In the carriage of interline flights, if a passenger misses a connecting flight or fails to complete the whole trip according to the agreed time because of the change of one or more segments, Xiamen Airlines, as the validating carrier, will make appropriate arrangements for the passenger and try its best to help the passenger to arrive at the final destination or stopover point.

### 1.1.12 Carriage of baggage

1.1.12.1 General rules

1.1.12.1.1 Scope of baggage

Baggage carried by Xiamen Airlines is limited to items which constitute baggage as defined in Para.1.1.2.49, 1.1.2.50 and 1.1.2.51 of these Conditions.

1.1.12.1.2 Items unacceptable as baggage

**The following items are not permitted to be carried as or packed into baggage, or to be carried**

### into the cabin:

- a) Items which are likely to endanger the aircraft or persons or property on board the aircraft, such as those specified in relevant national laws and regulations and Xiamen Airlines regulations;
- b) Firearms, ammunition, other lethal weapons and replicas, except for specialized sporting equipment;
- c) Ordnance, police arms and replicas;
- d) Controlled knives;
- e) Small lithium battery-powered personal transportation devices (e.g. electric self-balancing scooters, etc.);
- f) Other items prohibited from carriage by relevant states.

### 1. 1. 12. 1. 3 Items restricted from carriage

**The following items can only be carried provided that they are in conformity with the Conditions of Carriage and authorized by Xiamen Airlines:**

- a) Important documents and materials, securities, cash, notes, jewelry, precious metals and items made from precious metals, antique calligraphy, paintings and samples, or other valuables, fragile and vulnerable goods, prescription drugs that need to be taken regularly, medical certificate, travel documents and other items which require special care are not permitted to be carried as or packed into checked baggage, but can be carried into the cabin, provided that they are in conformity with Xiamen Airlines' restrictions on baggage weight and size. If above items which are included in checked baggage is lost or damaged, Xiamen Airlines is liable to the extent of general checked baggage;
- b) Precision instruments and electrical appliances;
- c) Cabin-seat baggage;
- d) Sports equipment, including firearms and ammunition for sporting purposes;
- e) Musical instruments;
- f) Diplomatic pouches and confidential documents;
- g) Folding or electric wheelchairs for passengers to use during the trip;
- h) Child restraint devices;
- i) Sharp and blunt instruments other than controlled knives, including kitchen knives, fruit knives, table knives, craft knives, scalpels and scissors, as well as steel files, sabers, axes, cudgels and hammers;
- j) Perishable goods;
- k) Dry ice, drinks containing alcohol, smoking paraphernalia, non-radioactive drugs and cosmetics;
- l) Items restricted from carriage by relevant national laws, regulations and orders;
- m) Small animals other than service dogs used by disabled persons (including assistance dogs, guide dogs and hearing dogs);
- n) Service dogs used by disabled persons (including assistance dogs, guide dogs and hearing

dogs).

### 1. 1. 12. 2 Restrictions on baggage packaging, size and weight

#### 1. 1. 12. 2. 1 Checked baggage

a) All checked baggage shall be properly packaged, locked, firmly tied, capable of sustaining the changes in air pressure and handling required for carriage under normal conditions, and must conform with the following requirements:

- 1) Suitcases, bags and handbags shall be safely locked;
- 2) More than two pieces shall not be tied together as one piece;
- 3) Other items shall not be attached to baggage;
- 4) Baskets, net bags, ropes, straw bags and plastic bags shall not be used to wrap baggage;
- 5) The passenger's name, full address and telephone number shall be marked on the outside

of baggage to facilitate contact.

b) For each piece of checked baggage, the maximum weight shall not exceed 50 kilograms and the maximum size shall not exceed 100 x 60 x 40 centimeters. Items exceeding these allowances may be checked only if they are approved for carriage by Xiamen Airlines.

#### 1. 1. 12. 2. 2 Unchecked baggage

a) Each First Class passenger is allowed to carry up to two pieces of unchecked baggage on board;

b) Each passenger in other classes is allowed to carry no more than one piece of unchecked baggage on board;

c) Each piece of unchecked baggage shall not exceed 5 kilograms in weight, 55 centimeters in length, 40 centimeters in width and 20 centimeters in height. Unchecked baggage must fit under the seat in front of the passenger or in an enclosed storage compartment in the cabin. The baggage exceeding the above allowances for number of pieces, weight or size must be checked.

### 1. 1. 12. 3 Free baggage allowance and excess baggage fees

#### 1. 1. 12. 3. 1 Free baggage allowance

a) Unless otherwise stipulated, the free baggage allowance for each passenger is:

- 1) 40 kilograms for First Class passengers;
- 2) 30 kilograms for Business Class passengers;
- 3) 20 kilograms for Economy Class passengers;
- 4) There is no free baggage allowance for infants traveling with infant fare tickets.

b) Where two or more passengers, traveling as one party to a common destination on the same flight, present themselves and their baggage for travel at the same time and place, pooling of the allowance applicable to the respective class of each paid ticket fare will be permitted;

c) Where involuntary changes to the class are made, the passenger shall be entitled to the free baggage allowance applicable to the class of the ticket originally purchased;

d) For domestic portions of international journeys, each passenger shall be entitled to the free

baggage allowance applicable to international journeys.

1. 1. 12. 3. 2 Excess baggage fees

a) For checked baggage that exceeds the free baggage allowance, the amount by which the baggage is overweight is known as excess baggage, for which excess baggage fees will be charged;

b) Unless otherwise stipulated herein, excess baggage fees per kilogram is 1.5% of the economy class normal fare on the date that the excess baggage check is filled out, calculated in RMB and rounded to the nearest whole number.

1. 1. 12. 4 Special baggage

Special regulations shall apply to the carriage of vulnerable baggage with limited carriage requirements, such as sports equipment and musical instruments, which can be accepted for carriage only after meeting the restrictions such as packaging, quantity, carriage conditions and charging rules. Refer to the baggage transport rules on Xiamen Airlines Official Website for details.

1. 1. 12. 5 Transport of small animals and service dogs

1. 1. 12. 5. 1 Transport of small animals

a) Small animals are not allowed to be transported as checked baggage.

b) The transport of small animals as unchecked baggage is limited to special charter flights.

c) The passengers carrying small animals shall meet the following requirements:

- 1) The small animals are only limited to domesticated cats and dogs;
- 2) The prior consent of Xiamen Airlines shall be obtained and the transport regulations of Xiamen Airlines shall be complied with;
- 3) The animal quarantine certificate issued by the quarantine department at or above the county (district) level and other valid certificates on transport of animals of the People's Republic of China shall be presented;
- 4) The containers for small animals shall meet the general requirements for air transport packaging of live animals, and such requirements will be informed when the passengers apply for transport.

1. 1. 12. 5. 2 Transport of service dogs

a) Service dogs mean the special dogs that can provide assistance for the life and work of disabled persons, including assistance dogs, hearing dogs and guide dogs. Xiamen Airlines does not accept animals other than dogs as service animals for carriage;

b) Emotional support dogs are not service dogs and Xiamen Airlines does not accept emotional support dogs as service dogs for carriage;

c) The disabled passenger shall make a request to carry his service dog at the time of reservations, no later than 48 hours prior to the time of departure, and provide the identity certificate (service certificate) and quarantine certificate of the service dog;

d) Under the condition that the conditions of carriage of Xiamen Airlines are met, service dogs can accompany qualified disabled persons in the cabin; the service dog carried into the cabin shall wear a

gauze mask and be attached with a rope throughout the flight, shall lie down at the feet or on the knees of the disabled person, and shall not occupy a seat or run randomly in the cabin;

e) Service dogs together with their containers and food may be carried free of charge in addition to the normal free baggage allowance.

**1. 1. 12. 5. 3 Xiamen Airlines has the right to refuse to accept the transport application or refuse the transport if it does not meet or comply with the conditions of carriage of Xiamen Airlines, and the passenger shall bear the losses caused thereby. If the passenger abandons the trip, it shall be handled as voluntary changes or refunds.**

**1. 1. 12. 5. 4 Xiamen Airlines shall not be liable for any injury, loss, delay, sickness or death of small animals (including service dogs) during the carriage unless caused by the fault of Xiamen Airlines. The passenger shall assume full responsibility for the carriage of small animals (including service dogs).**

1. 1. 12. 5. 5 The passenger shall assume full responsibility for all damage or injury to other passengers or crewmembers caused by small animals (including service dogs).

#### 1. 1. 12. 6 Illegal baggage

Checked and unchecked baggage which contains prohibited, restricted or dangerous items as stipulated by the Chinese government is considered illegal baggage, which Xiamen Airlines shall deal with according to the following provisions:

a) Xiamen Airlines will refuse to accept illegal baggage submitted for check-in at the departure airport, cancel or suspend carriage of illegal baggage already carried and require the passenger to immediately remove the illegal baggage. Any excess baggage fees charged the passenger will not be refunded;

b) In cases where illegal baggage is found at a stopping place, Xiamen Airlines will terminate the carriage immediately. Any excess baggage fees charged the passenger will not be refunded;

c) Xiamen Airlines will turn over any prohibited, restricted or dangerous items stipulated by the Chinese government that are included in illegal baggage to relevant authorities.

#### 1. 1. 12. 7 Baggage value declaration

Xiamen Airlines does not provide baggage value declaration service.

#### 1. 1. 12. 8 Acceptance of baggage

##### 1. 1. 12. 8. 1 Refusal of baggage

a) In case any item listed in Para.1.1.12.1.2 of these Conditions is part of or is included in baggage, Xiamen Airlines reserves the right to refuse to carry the baggage and shall inform the passenger;

b) In case any item listed in Para.1.1.12.1.3 a) of these Conditions is part of or is included in baggage, Xiamen Airlines reserves the right to refuse to accept the baggage as checked baggage;

c) In case any item listed in Para.1.1.12.1.3 b) - m) of these Conditions carried by the passenger fails to satisfy Xiamen Airlines' limitation of carriage, Xiamen Airlines reserves the right to refuse to carry



the baggage and shall inform the passenger;

d) In case the form, packaging, size, weight or character of baggage fails to satisfy the conditions of carriage of Xiamen Airlines but the passenger cannot or will not correct the problem, Xiamen Airlines reserves the right to refuse to carry the baggage;

e) In case the passenger refuses to submit to a baggage security check, Xiamen Airlines reserves the right to refuse to carry the baggage.

### 1. 1. 12. 8. 2 Inspection

**For the purpose of transportation security, the relevant government department or Xiamen Airlines has the right to check the passenger's baggage. The passenger shall be present during the check. Xiamen Airlines shall not be liable for any loss caused by the absence of passenger during the check.**

### 1. 1. 12. 8. 3 Acceptance

a) The passenger shall show a valid ticket to have his baggage checked on the departure date of the flight;

b) After the baggage is checked, a baggage identification tag will be given to the passenger as evidence for baggage claim;

c) When accepting baggage of disputed liability, Xiamen Airlines shall explain applicable Xiamen Airlines regulations to the passenger, and attach the limited release tag to the baggage with written approval of the passenger. If the passenger refuses to give written approval, Xiamen Airlines has the right to refuse the carriage of such baggage.

### 1. 1. 12. 8. 4 Carriage

a) The passenger's checked baggage shall be carried on the same aircraft as the passenger unless Xiamen Airlines decides that this is impracticable under certain circumstances in terms of safety, security or operations, in which case Xiamen Airlines shall arrange for the checked baggage to be first carried on subsequent flights of Xiamen Airlines on which space is available, and timely notify the passenger;

b) If the passenger's checked baggage arrives late, Xiamen Airlines shall promptly notify the passenger to claim it. Unless otherwise stipulated by the State, if the checked baggage is delayed due to the reasons not attributable to the passenger, and the passenger requests direct delivery, Xiamen Airlines shall deliver the checked baggage directly to the passenger free of charge or negotiate a solution with the passenger;

c) The passenger's excess baggage shall be carried on the same aircraft as the passenger when space is available. Xiamen Airlines reserves the right to refuse to carry the excess baggage if the space is not available and the passenger does not agree to allow his baggage to be carried on subsequent flights of Xiamen Airlines.

### 1. 1. 12. 8. 5 Baggage return

a) If the passenger requests return of his baggage at the departure airport, he must make the

request before the baggage is loaded onto the aircraft. The passenger who requests a refund must have his checked baggage returned as well. Any excess baggage fees charged under these circumstances will be refunded;

b) The passenger may request return of his baggage at stopping places unless there is not enough time between connecting flights to handle the request. In this case, any excess baggage fees charged for unused segments of the flight will not be refunded;

c) The passenger who has to take other flights due to reasons attributable to Xiamen Airlines will have his baggage appropriately carried accordingly. Xiamen Airlines will refund any overcharge in excess baggage fees but the passenger will not be charged additional fees for any short falls.

### 1. 1. 12. 9 Delivery of baggage

#### 1. 1. 12. 9. 1 Baggage delivery

a) The passenger shall claim baggage by presenting the baggage identification tag immediately upon arrival;

b) Xiamen Airlines delivers baggage according to baggage identification tags, and shall not be liable for whether the person claiming the baggage is the passenger himself, or for any loss or expense arising from releasing the passenger's baggage to the holder of a valid baggage identification tag;

c) If a passenger makes no complaint in writing when claiming baggage, it shall be prima facie evidence that the baggage is considered to have been completely delivered according to the contract of carriage;

d) The passenger shall report the loss of the baggage identification tag to Xiamen Airlines immediately. The passenger shall provide documents showing proof of identity and issue a receipt when claiming baggage if he wishes to claim baggage without the proper baggage identification tag. Xiamen Airlines shall not be liable for any baggage losses that result from baggage claim occurring before the passenger reports the loss of the baggage identification tag;

**e) If baggage is not claimed immediately, Xiamen Airlines reserves the right to dispose of any perishables included in the baggage 24 hours after arrival.**

#### 1. 1. 12. 9. 2 Undelivered baggage

Baggage remaining unclaimed for more than 90 days after the day of arrival shall be dealt with in accordance with the provisions for undelivered baggage.

#### 1. 1. 12. 9. 3 Baggage irregularities

a) If transported baggage is missing, delayed, lost or damaged, the passenger shall fill out Baggage Transport Report and follow the appropriate procedures with Xiamen Airlines or its authorized ground handling agents at the place where the problem occurred;

b) Xiamen Airlines shall provide the passenger with one-off compensation for the inconvenience caused if checked baggage fails to arrive on the same aircraft with the passenger, and fails to arrive and deliver to the passenger on the same day, due to reasons attributable to Xiamen Airlines. The standards for OPE (Out of Pocket Expense) are as follows: RMB 200 for each economy class passenger; RMB 300

for each business class passenger or Egret Platinum Card holder; RMB 500 for each first class passenger or Egret Diamond Card holder.

### 1. 1. 13 Additional services

#### 1. 1. 13. 1 General rules

1. 1. 13. 1. 1 Xiamen Airlines shall not be liable for the ground transport service inside airports, between airports or between airports and city centers. Xiamen Airlines shall not be liable for any conduct or negligence by such ground transport service providers or any help provided by its authorized sales agents to passengers for such ground transport service.

1. 1. 13. 1. 2 Unless otherwise stipulated herein, ground accommodations between connections of interline flights shall be at the passengers' own expense.

1. 1. 13. 1. 3 Unless otherwise stipulated herein, Xiamen Airlines shall provide on-board meals or drinks but will not provide such services beyond the specified variety and quantity. Xiamen Airlines has the right to adjust on-board service and processes in the event of turbulence that may endanger passenger safety.

1. 1. 13. 1. 4 Xiamen Airlines provides value-added differentiable product services beyond transportation services, including preferred seat, prepaid baggage, etc. Passengers voluntarily pay to choose value-added product services and make changes or cancellations according to the corresponding product rules.

#### 1. 1. 13. 2 Third party services

1. 1. 13. 2. 1 **If Xiamen Airlines makes arrangements for passengers with any third party to provide any services other than carriage by air, or if Xiamen Airlines issues a ticket or voucher relating to transportation or services (other than carriage by air) provided by a third party such as ground transport, hotel reservations, sightseeing or car rentals, in doing so Xiamen Airlines acts only as an agent for passengers and/or third parties, and does not assume responsibility for such services or the quality thereof. The terms and conditions of the third-party service provider will apply to such services.**

1. 1. 13. 2. 2 The provisions of these Conditions only apply to the carriage by air of passengers from the place of departure to the destination, in cases of combined carriage which includes both air and other modes of transport. However, when other modes of transport are explicitly considered part of the contract of carriage by air, these Conditions also apply to the other modes of transport, unless proven otherwise.

1. 1. 13. 2. 3 Provided that the carriage by air complies with these Conditions, nothing herein prevents the parties involved in combined carriage from including conditions related to other modes of transport in the air transport certificate.

### 1. 1. 14 Conduct aboard aircraft

1. 1. 14. 1 If a passenger conducts himself aboard the aircraft so as to endanger the aircraft or any

person or property on board, or obstructs the crew in the performance of their duties, or fails to comply with any instruction of the crew, or behaves in a manner to which other passengers may reasonably object, Xiamen Airlines may take such measures as it deems necessary to prevent continuation of such conduct, including restraint of the passenger. The passenger may be disembarked and refused onward carriage at any point, and may be prosecuted for offences committed on board the aircraft.

### 1. 1. 14. 2 Handling of acts of unlawful interference and disruptive behaviors

1. 1. 14. 2. 1 Acts of unlawful interference are acts that may cause serious consequences or have already caused serious consequences to the civil aviation system and require various resources from multiple parties for handling. The specific types include:

- a) Violent attacks at airports or on board aircraft, such as killing with axe and knife, charging by driving, explosions, arson, hostage taking, smashing, intentional injury, flight deck intrusion, etc.;
- b) Acts that pose potential threats to airports or aircraft, such as illegal intrusion into airport restricted areas, placement of suspected hazardous materials, communication of threat information, etc.;
- c) Acts that seriously disrupt the order at airports or on board aircraft, posing a threat to air safety, such as forcibly intrusion at boarding gates, occupying aprons, seizure of aircraft, etc.

1. 1. 14. 2. 2 Disruptive behaviors refer to the act at the civil aviation airport or onboard the aircraft, violating regulations or refusing to follow the instructions of airport staff or crew, which results in interference of the order and discipline of the airport or the aircraft. The disruptive behaviors onboard mainly include:

- a) Forcibly occupying a seat or the overhead compartment;
- b) Assaulting occupants onboard;
- c) Illegal use of mobile phones or other prohibited electronic devices;
- d) Stealing, intentionally damaging or moving aviation equipment such as life-saving articles without authorization, or forcibly opening the emergency door;
- e) Smoking (including electronic cigarettes) or using open flame;
- f) Sexual harassment;
- g) Spreading pornography and other illegal publications;
- h) Preventing crew members from performing their duties;
- i) Other behaviors that might disrupt the normal operations of the aircraft.

### 1. 1. 14. 2. 3 Handling measures

According to national laws and civil aviation regulations, Xiamen Airlines will take necessary measures to stop, subdue or restrain the passengers for acts of unlawful interference and disruptive behaviors occurring in the cabin, and require them to leave the aircraft before takeoff or after landing. In case of violation of the law, Xiamen Airlines shall hand over the case to the public security organization or judicial authority for handling.

### 1. 1. 14. 3 Portable Electronic Devices (PED)

1. 1. 14. 3. 1 Xiamen Airlines permits the use of PEDs that meet the requirements in flight.

1. 1. 14. 3. 2 The cellular transmitting functions (voice and data) of PEDs must be turned off throughout the flight. The PEDs with airplane mode may use WIFI and bluetooth functions but shall activate airplane mode (i.e. turning off cellular transmitting functions).

1. 1. 14. 3. 3 During the flight, when any existed electronic interference is detected and the use of PEDs by the passengers is suspected, the PIC or the personnel authorized by the PIC have the right to require the passengers to turn off the PEDs, and in serious cases, hand over the passengers to the ground public security organization for handling according to law after landing.

1. 1. 14. 3. 4 Requirements for use of PEDs

1. 1. 14. 3. 4. 1 The electronic devices that are allowed to be used throughout the flight include but are not limited to:

- a) Portable voice recorders;
- b) Hearing aids;
- c) Heart pacemakers;
- d) Electric shavers;
- e) Life-saving equipment or devices that will not interfere with the navigation or communications system of the aircraft with the prior permission of Xiamen Airlines.

1. 1. 14. 3. 4. 2 The electronic devices that are not allowed to be used throughout the flight include but are not limited to:

- a) Cellular phones without airplane mode, such as devices only having cellular transmitting functions (voice and data), watches with cellular phone function;
- b) Walkie-talkies;
- c) Remote control equipment (remote control toys and other remote control electronic devices).

1. 1. 14. 3. 4. 3 During the following flight phases, use of the PEDs other than the electronic devices that are allowed to be used throughout the flight is prohibited:

- a) Within 20 minutes after takeoff and within 30 minutes before landing;
- b) Low visibility operations.

1. 1. 14. 3. 5 Requirements for storage, safekeeping and emergency handling of PEDs

a) Large PEDs (of which the sum of length, width and height is more than 31cm, e.g. laptops, tablet computers, etc.) shall be securely stored, so as not to cause danger in times of turbulence, impact or emergency evacuation;

b) Small PEDs (of which the sum of length, width and height is less than or equal to 31cm, e.g. e-book readers, cellular phones, etc.) shall be properly secured (for example, be held in passengers' hands);

c) During critical phases of flight, such as taxiing, takeoff, descending and landing, PED accessories (e.g. earphones, charging cables, etc.) shall be securely stored, so as not to block emergency evacuation routes under emergency situations. The PEDs placed in unchecked baggage and overhead bins shall be powered off.

### 1. 1. 14. 3. 6 Prohibited use of power banks

**Use of power banks is prohibited throughout the flight.**

### 1. 1. 14. 4 Non-smoking flights

All Xiamen Airlines flights are non-smoking flights. Smoking is prohibited in all areas of the aircraft.

### 1. 1. 14. 5 Restrictions on alcoholic beverages

Except for the alcoholic beverages provided by Xiamen Airlines, the passengers shall not have any other alcoholic beverages on board the aircraft.

### 1. 1. 14. 6 Seat belts compulsory

While being on passenger seats on board the aircraft, the passengers shall fasten their seat belts as required. Infants can be carried in the arms of an adult and use infant seat belts.

## 1. 1. 15 Administrative formalities

1. 1. 15. 1 **The passenger shall consult and comply with all provisions of laws, administrative rules, regulations, orders, demands and travel requirements of the People's Republic of China. Xiamen Airlines shall not be liable for the consequences to any passenger resulting from his failure to comply with relevant requirements to be unable to take the flight or reach the destination.**

1. 1. 15. 2 **The passenger shall present valid documents required by national laws, administrative rules, regulations, orders, demands and travel requirements. Xiamen Airlines reserves the right to refuse carriage of any passenger who has not complied with national laws, administrative rules, regulations, orders, demands and travel requirements, or whose documents do not appear to be in order.**

1. 1. 15. 3 If required by relevant government departments, the passenger shall attend inspection of his baggage. Xiamen Airlines is not liable to the passenger for any loss or damage suffered by the passenger through failure to comply with this requirement.

1. 1. 15. 4 The passenger shall submit to any security checks by government or airport departments or by Xiamen Airlines. The passenger refusing to accept security checks and the baggage failing to receive security checks shall be refused carriage by Xiamen Airlines.

## 1. 1. 16 Liability for loss and limits of compensation

### 1. 1. 16. 1 Liability for loss

1. 1. 16. 1. 1 Unless otherwise stipulated in the contract, Xiamen Airlines is liable for any loss occurring in the carriage performed by Xiamen Airlines.

1. 1. 16. 1. 2 Xiamen Airlines is not liable for any loss arising from its compliance with national laws, regulations, government rules and other normative documents, or from failure of the passenger to comply with the same.

1. 1. 16. 1. 3 **The liability of Xiamen Airlines shall not exceed the amount of proven actual loss. Xiamen Airlines is not liable for any indirect or consequential losses, or emotional damages.**

### 1. 1. 16. 2 Death or injury of passengers

1. 1. 16. 2. 1 Xiamen Airlines is liable for an accident which causes death or injury of passengers that occurs on board the aircraft, or in the process of embarking or disembarking; however, Xiamen Airlines is not liable for any death or injury which occurs in the carriage attributable to a passenger's age, mental or physical condition or for the aggravation of such condition.

1. 1. 16. 2. 2 The liability of Xiamen Airlines for each passenger is limited to the sum of RMB 400,000.

### 1. 1. 16. 3 Loss of baggage

1. 1. 16. 3. 1 Xiamen Airlines is liable for any destruction, loss or damage to checked baggage arising from incidents that occur in the carriage. Xiamen Airlines is not liable for any damage to unchecked baggage unless the damage was caused by the negligence of Xiamen Airlines or its employees or agents.

1. 1. 16. 3. 2 Xiamen Airlines is not liable for any destruction, loss or damage to baggage caused solely by inherent defect, quality or vice of the baggage.

1. 1. 16. 3. 3 Xiamen Airlines is not liable for injury or property loss caused by or arising from a passenger or his baggage. Any passenger or his baggage causes injury to others or damage to others' property or to the property of Xiamen Airlines shall indemnify Xiamen Airlines for all losses and expenses incurred by Xiamen Airlines as a result thereof.

1. 1. 16. 3. 4 For the destruction, loss or damage of baggage, Xiamen Airlines shall compensate or pay the repair costs in accordance with the lost value of the baggage. The liability of Xiamen Airlines in the case of damage to checked baggage shall be limited to RMB 100 per kilogram; if the value of baggage is less than RMB 100 per kilogram, the liability shall be limited according to the actual value.

1. 1. 16. 3. 5 The liability of Xiamen Airlines in the case of damage to unchecked baggage that occurs on board the aircraft or in the process of embarking or disembarking shall be limited to RMB 3,000 per passenger; if the value of baggage is less than this stated limit, the liability shall be limited according to the actual value.

1. 1. 16. 3. 6 For the destruction, loss, damage or delay of checked baggage or any item included in checked baggage, the weight used to determine Xiamen Airlines' limit of liability shall be the actual weight of the damaged baggage or item; if the weight of the damaged baggage or item cannot be determined, the liability shall be limited to the free baggage allowance for each passenger.

1. 1. 16. 3. 7 **If items listed in Para.12.1.3 a) of these Conditions are included in checked baggage which is destroyed, lost or damaged, Xiamen Airlines is liable to the extent of general checked baggage.**

1. 1. 16. 3. 8 In calculating the compensation for lost baggage, the OPE paid shall be deducted from the compensation amount, and excess baggage fees charged for the baggage will be refunded.

1. 1. 16. 3. 9 For domestic portions of international journeys, a passenger shall be entitled to the baggage compensation applicable to international journeys.

1. 1. 16. 3. 10 Xiamen Airlines will contact the passenger immediately if the lost baggage for which the



passenger has been compensated is found. The passenger may reclaim the baggage and refund the compensation in full, excluding OPE. Xiamen Airlines is entitled to pursue full compensation when detecting fraudulent actions on the passenger's behalf.

1.1.16.3.11 In the case of damage to baggage, the passenger shall make a complaint in writing to Xiamen Airlines or its authorized ground handling agents forthwith after the discovery of the damage. In the case of damaged or stained checked baggage, the passenger shall make a declaration to the carrier (or its agents) and fill out Baggage Transport Report before leaving the baggage claim area, and make a claim within seven days from the date of receipt at the latest. In the case of delay of checked baggage, the passenger shall make a claim at the latest within twenty-one days from the date on which the checked baggage has been placed at his disposal. Failing to complain within the prescribed periods, the passenger shall not claim compensation from Xiamen Airlines.

#### 1.1.16.4 Delays

1.1.16.4.1 Xiamen Airlines is liable for any loss to passengers or baggage arising from delays that occur in the carriage.

1.1.16.4.2 Xiamen Airlines is not liable for any loss arising from flight delays caused by factors beyond the control of Xiamen Airlines, which include but are not limited to weather, natural disasters, emergencies, air traffic control, airport security check, unavailability of normal services at an airport, passenger behavior, actions of Xiamen Airlines required by law, regulations, government rules and orders, and other uncontrollable or unavoidable factors.

1.1.16.4.3 Xiamen Airlines is not liable in cases where it proves itself, its employees or agents have taken all necessary measures or it was impossible to take such measures to prevent loss.

**1.1.16.4.4 As delays in subsequent flights may result from the delay of a preceding flight, the reasons for the delay of the preceding flight shall be considered as the reason for the delay of subsequent flights.**

1.1.16.5 In the carriage of passengers and baggage, in cases where it is proved that the damage was caused or contributed to by the negligence of the claimant, Xiamen Airlines may be wholly or partly exonerated from its liability in accordance with the extent of the negligence that caused or contributed to such damage. Where a person other than the passenger claims compensation with respect to the death or injury of the passenger, Xiamen Airlines may similarly be wholly or partly exonerated from its liability in accordance with the extent of the negligence that caused or contributed to such damage, in cases where Xiamen Airlines proves that the death or injury was caused or contributed to by the negligence of the passenger himself.

1.1.16.6 Any exclusion or limitation of liability of Xiamen Airlines shall apply to agents, employees and representatives of Xiamen Airlines and any person whose aircraft is used by Xiamen Airlines and such person's agents, employees and representatives. The aggregate amount recoverable from Xiamen Airlines and from such agents, employees, representatives and persons shall not exceed the amount of Xiamen Airlines' limit of liability.

1.1.16.7 Any right to damages shall be extinguished if an action is not brought within two 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.

**1.1.17 Customer care**

1.1.17.1 Xiamen Airlines Customer Service Center hotline: 95557 (domestic); +86-592-2226666 (overseas); E-mail: mf@xiamenair.com.

1.1.17.2 Xiamen Airlines complaint handling: 95557 (domestic); +86-592-2226666 (overseas); or 0592-5739009; E-mail: complain-mf@xiamenair.com.

**1.1.18 Effectiveness and modification**

1.1.18.1 These Conditions shall become effective as of the date on June 15, 2025, and supersede the previous *Xiamen Airlines General Conditions of Carriage for Domestic Passengers and Baggage*.

1.1.18.2 Xiamen Airlines has the right to modify its Conditions of Carriage, regulations, fares, charges and any other provisions without notice. However, no such modification shall apply to the passengers who have purchased tickets prior to the modification.

1.1.18.3 No employee, authorized sales agent, authorized ground handling agent of Xiamen Airlines or such agent's employee has authority to violate or modify the Conditions of Carriage, regulations, fares, charges and any other provisions applicable to Xiamen Airlines.

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