



terms of passenger transport

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ARTICLE 1. (DEFINITIONS)

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

1. "SKYANGKOR" means SKYANGKOR Airlines, Incorporated.
2. "PASSENGER" means any person, except members of the crew, carried or to be carried in an aircraft with the consent of Carrier.
3. "CARRIAGE", which is equivalent to transportation, means carriage of passenger and/or baggage by air, gratuitously or for reward.
4. "CARRIER" means air carrier and includes the air carrier issuing the ticket and all air carriers that carry the passenger and/or his/her baggage thereunder, or perform or undertake to perform and other services related to such air carriage.
5. "CONVENTION" means the Convention for the Unification of Certain Rules Relating to International Carriage by Air, signed at Warsaw, October 12, 1929, (hereinafter called the "Warsaw Convention") or that Convention as amended at the Hague, September 28, 1955 (Hereinafter called the "Warsaw Convention as amended at the Hague, 1955"), or Convention for the Unification of Certain Rules for International Carriage by Air, signed at Montreal on May 28, 1999 (hereinafter called the "Montreal Convention"), whichever may be applicable.
6. "INTERNATIONAL CARRIAGE" (Except when the Convention is applicable) means any carriage in which, according to the contract of carriage, the place of departure, and any place of landing are situated in more than one country. As used in this definition, the term "country", which is equivalent to "state", includes all territory subject to the sovereignty, suzerainty, mandate, authority, or trusteeship thereof.
7. "TARIFFS" means SKYANGKOR's fares, rates and charges for international carriage of passengers and

baggage and related rules and regulations, which are made part of these Conditions of Carriage.

8. "CONDITIONS OF CONTRACT" means those statements contained in or delivered with your Ticket or Itinerary/Receipt, identified as such and which incorporate by reference, these Conditions of Carriage and notices.

9. "TICKET" means either the document entitled "Passenger Ticket and Baggage Check" or the Electronic Ticket, which provides for the carriage of the passenger and his/her baggage, in each case issued by SKYANGKOR or the deputy of SKYANGKOR (hereinafter in these Conditions of Carriage referred

to as "Agent"), and including Conditions of Contract, notices and the coupons (including any Flight coupon and Passenger coupon) contained in it.

10. "PASSENGER TICKET" means those portions of the ticket issued by carrier which provide for the carriage of the passenger.

11. "BAGGAGE CHECK" means those portions of the ticket which provide for the carriage of passenger's checked baggage and which are issued by carrier as a receipt for the passenger's checked baggage.

12. "ELECTRONIC TICKET" means the Itinerary/Receipt issued by SKYANGKOR or on our behalf and the Electronic Coupons.

13. "ELECTRONIC COUPON" means an electronic flight coupon or other value document held in SKYANGKOR's database.

14. "ITINERARY/RECEIPT" means a document or documents SKYANGKOR issue to Passengers

travelling

on Electronic Tickets that contains the Passenger's name, flight information and notices.

15. "FLIGHT COUPON" means the portion of the Passenger Ticket or the Electronic Coupon in case of an Electronic Ticket, that indicates particular places between which the coupon is good for carriage.

16. "PASSENGER COUPON/ PASSENGER RECEIPT" means that portion of the Passenger Ticket constituting the passenger's written evidence of the contract of carriage.

17. "CONJUNCTION TICKET" means two or more tickets concurrently issued to a passenger and which constitute a single contract of carriage.

18. "MISCELLANEOUS CHARGES ORDER" ("MCO" hereinafter) , or in case of electronic environment, the "ELECTRONIC MISCELLANEOUS DOCUMENT" ("EMD" hereinafter), means a document issued by a carrier or its agent, requesting issue of an appropriate Passenger Ticket and Baggage Check or provision of services to the person named in such document.

19. "NORMAL FARE" means the full fare established for a normal, regular or usual service, the application of which is not dependent upon any specially limited fare rule.

20. "SPECIAL FARE" means a fare other than a normal fare.

21. "REFUND PENALTY" means the charge that applies to a refund of the Passenger Ticket, depending on the fare types.

22. "NO SHOW PENALTY" means the charge that applies to a passenger who does not use the reserved space without notifying the SKYANGKOR a cancellation by the scheduled departure time, or

fails to use confirmed space after completing the check in procedures.

23. "CHECK-IN DEADLINE" means the time limit specified by the airline by which you must have completed check-in formalities and received your boarding pass.

24. "BAGGAGE", which is equivalent to luggage, means such articles, effects and other personal property of a passenger as are necessary or appropriate for wear, use, comfort or convenience in connection with his/her trip. Unless otherwise specified, it includes both checked and unchecked baggage of the passenger. However, in the case of a more than reasonable quantity of the same article, it will be regarded that the articles are for commercial purpose and will not be considered baggage if there is no valid reason in the opinion of SKYANGKOR.

25. "CHECKED BAGGAGE", which is equivalent to "registered baggage", means baggage of which SKYANGKOR takes sole custody and for which SKYANGKOR has issued a baggage check and baggage (claim) tag(s).

26. "UNCHECKED BAGGAGE", which is equivalent to hand luggage, is baggage other than checked baggage.

27. "BAGGAGE TAG" means a document issued by carrier solely for identification of the checked baggage, the baggage (strap) tag portion of which is attached by carrier to a particular article of checked baggage and baggage (claim) tag portion of which is given to passenger.

28. "ANIMALS IN THE CABIN or CHECKED-IN ANIMALS" mean pet limited to dogs, cats and household birds.

29. "DAYS" means calendar days, including Sundays and legal holidays; provided that for the purpose of notification, the day upon which the notice is dispatched shall not be counted; and that for purpose of determining duration of validity, the balance the day upon which the ticket is issued, or flight commenced shall not be counted.

30. "CHILD" means, for the purpose of discounts for children, a person of 2 years of age or over but under 12 years of age.

31. "INFANT" means, for the purpose of discounts for infants, a person under 2 years of age.

32. "ROUND TRIP", which is equivalent to a return journey, means travel from one point to another and return by the same air route used outbound whether or not the fares outbound and inbound be the same, or travel from one point to another and return by an air route different from that used outbound, for which the same normal through.

33. "CIRCLE TRIP" means travel from a point and return there to by a continuous, circuitous air route, provided that where no reasonable direct scheduled air route is available between two points, a break in the circle may be traveled by any other means of transportation without prejudice to the circle trip.

34. "OPEN-JAW TRIP" means travel which is essentially of a round trip nature but the outward point of departure and inward point of arrival and/or outward point of arrival and inward point of departure of which are not the same.

35. "DESTINATION" means the ultimate stopping place according to the contract of carriage. In the case of round trip or circle trip, the destination is the same place as the point of origin.

36. "STOPOVER", which is equivalent to a break of journey, means a deliberate interruption of a journey by the passenger, agreed to in advance by the carrier, at a point between the place of departure and the place of destination.

37. "DAMAGE" includes death, injury, delay, loss or other damage of whatsoever nature arising out of or in connection with carriage or other services performed by carrier incidental thereto.

38. "FRENCH GOLD FRANCS" means French francs consisting of 65 1/2 milligrams of gold at the standard of fineness of nine hundred thousandths.

39. "UNITED STATES OF AMERICA or THE UNITED STATES or THE USA" means, unless otherwise specified, the area comprising the 48 contiguous federated states; the

Federal District of Columbia; Alaska; Hawaii; Puerto Rico; St. Croix and St. Thomas of the

Virgin Islands; American Samoa; The Canal Zone; Canton, Guam, Midway and Wake islands.

40. "AREA1" means all of the North and South American Continents and the islands adjacent thereto, Greenland, Bermuda, the West Indies and the Islands of the Caribbean Sea, the Hawaiian Islands (including Midway and Palmyra).

41. "AREA2" means all of Europe (including the Russian Federation in west of the Urals) and the islands adjacent thereto, Africa and the islands adjacent thereto, Ascension Island and that part of Asia in west of the Urals, including Iran and the Middle East.

42. "AREA3" means all of Asia and the islands adjacent thereto except the portion included in Area2, the Russian Federation in east of the Urals, all of the East Indies, Australia, New Zealand and the islands adjacent thereto and the islands of the Pacific Ocean except those included in Area1.

43. "SOUTHWEST PACIFIC AREA" means American Samoa, Australia, Cook Islands, Fiji, French

Polynesia, Kiribati, Nauru, New Caledonia, New Zealand, Niue, Papua New Guinea, Samoa
(Independent State of), Solomon Islands, Tonga, Tuvalu, Vanuatu, Wallis and Futuna Islands.

44. "SDR" means a Special Drawing Right as defined by the International Monetary Fund.

45. "Valuation charge" means a charge imposed when declaring the value of goods that exceeds
the amount covered under SKYANGKOR's limitation of liabilities before any damage or loss of a
checked
baggage occurs.

ARTICLE 2. (APPLICATION OF CONDITIONS)

1. General

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

2. Applicability

To the extent not in conflict with the Convention and except as excluded by SKYANGKOR's conditions in

relation to carriage wholly on its own domestic services, these Conditions of Carriage shall apply to all carriage of passenger and baggage including all services incidental thereto, performed by SKYANGKOR at fares, rates and charges published in connection with these Conditions of Carriage.

SKYANGKOR adheres to Fair Trade principles in compliance with consumer rights and interests.

3. Gratuitous Carriage

With respect to gratuitous carriage, SKYANGKOR reserves the right to exclude the application of all or any

part of these Conditions of Carriage, provided that any such exclusion shall be consistent with all applicable laws, government regulations and orders (including the Convention).

4. Charter Agreement

Carriage of passengers and baggage performed pursuant to a charter agreement with SKYANGKOR shall

be preferably subject to such charter agreement, and any others not specifically provided in the charter agreement shall be subject to these Conditions of Carriage. The passenger, by accepting

carriage pursuant to a charter agreement and a carriage is performed thereunder, shall be regarded as having agreed to said agreement and these Conditions of Carriage, whether or not he has concluded the charter agreement with SKYANGKOR.

5. Effectiveness

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

6. Change without Notice

These Conditions of Carriage and the rules and regulations established thereunder shall not be subject to change without previous notice except as otherwise specified under the specified law, government order or service improvement. The application of the changed rules and regulations depend on the ticket issue date.

7. Code Shares

① On some services SKYANGKOR has arrangements with other carriers known as "Code Shares".

This

means that even if passengers have a reservation with SKYANGKOR and hold a ticket where SKYANGKOR's

name or airline designator code (OZ) is indicated as the carrier, another carrier may operate

the aircraft. If such arrangements apply, SKYANGKOR will advise passengers of the carrier operating the aircraft at the time passengers make a reservation.

② For code share services on flights operated by another carrier, SKYANGKOR accepts responsibility

for the entirety of the code share journey for all obligations set forth in these Conditions of Carriage.

③ However, notwithstanding any other provisions of these Conditions of Carriage, SKYANGKOR Code

Share partners may, in their discretion, have rules with respect to the operation of its own flights. Such discretionary rules may differ from SKYANGKOR's rules for flights operated by SKYANGKOR and

do not form any part of these Conditions of Carriage. The rules with respect to operations that may differ between SKYANGKOR and its partners include, but are not limited to:

- (1) Check-in procedures and time limits
- (2) Carriage of passengers with special needs and unaccompanied minors
- (3) Baggage acceptance, allowance, related charges and liability
- (4) Carriage of animals
- (5) Refusal to transport
- (6) Availability of oxygen service
- (7) Irregular operations
- (8) Denied boarding compensation
- (9) Contingency Plan for Lengthy Tarmac Delays (For departure or arrival of international flights at a covered U.S. airport)

④ SKYANGKOR codeshare partners may provide Services. The SKYANGKOR Codeshare Partner may charge

a fee for any additional discretionary services it provides. Any additional services provided at the discretion of the SKYANGKOR Codeshare Partner are not within SKYANGKOR's control, are subject to change at any time, and do not form any part of this Contract of Carriage between you and SKYANGKOR

⑤ If you purchase the other airline other than SKYANGKOR ticket for travel on flight that operated by SKYANGKOR pursuant to contractual codeshare arrangements with airline other than SKYANGKOR, the carrier selling such transportation is responsible for entirety of the codeshare journey for all services as provided in Subparagraph. ③ above.

⑥ In the case of a Codeshare Flight to or from the United States marketed as SKYANGKOR service but operated by a SKYANGKOR Codeshare Partner, the operating carrier's Contingency Plan for Lengthy Tarmac Delays required under 14 C.F.R. § 259.4, which does not form any part of these Conditions of Carriage, shall apply at covered U.S. airports.

ARTICLE 3. (TICKET)

1. General

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

2. Validity for Carriage

① The ticket is good for carriage from the airport at the place of departure to the airport at the place of destination via the route shown therein and for the applicable class of service and is valid for the period of time specified or referred to in Subparagraph ② below and under conditions described in Subparagraph ⑥ below. Each flight coupon will be accepted for carriage on the date and flight for which accommodation has been reserved. When flight coupons are issued on "open-date" basis, accommodations will be reserved upon application, subject to the availability of space. The place and date of issue are set forth on the ticket.

② A ticket issued at normal fare is valid for carriage for one year from the date of commencement of carriage, or if no portion of the ticket is used, from the date of issuance of the ticket. If the ticket is for or includes fare having a shorter period of validity than indicated above, such shorter validity shall apply only in respect to transportation to which such fare applies.

③ The period of validity of MCO/EMD will be one year from the date of issuance. A MCO/EMD must be presented for a ticket within one year from the date of issuance; otherwise it will not

be honored for a ticket.

④ Tickets expire at midnight on the date of expiration of ticket validity. Travel on the last continuous portion by the last flight coupon of the ticket must be commenced prior to midnight of the date of expiration but may continue beyond, unless otherwise provided in applicable tariffs.

⑤ An expired ticket or MCO/EMD will be accepted for refund in accordance with Article 11.

⑥ The booking class printed on the ticket must be identical with the class indicated by the respective PNR. Passenger holding ticket which fails to meet the above condition may be denied boarding or, may board only after paying predetermined surcharges.

3. Extension of Ticket Validity

① Notwithstanding Paragraph 2 ② above, the validity of a ticket will be extended by SKYANGKOR without additional collection of fare as follows;

(1) For no longer than 30 days beyond the original limit when SKYANGKOR:

- a. cancels or postpones the flight during the period of validity;
- b. omits a scheduled stop which is the passenger's place of departure, place of destination or place of stopover;
- c. fails to operate a flight reasonably according to schedule;
- d. cause the passenger to miss a connection;
- e. substitutes a different class of services; or
- f. is unable to provide previously confirmed spaces.

② When a passenger is prevented from travelling by reason of illness.

Unless otherwise provided in applicable tariffs, when a passenger is prevented from travelling within the period of validity of the ticket by reason of illness (but not pregnancy), SKYANGKOR will extend the period of validity of such passenger's ticket until the date when the passenger becomes fit to travel according to a medical certificate, or until the first service on which space is available in the class for which the fare has been paid after such date from the point where the journey is resumed or from the last connecting point. In such circumstances, SKYANGKOR will extend similarly the period of validity of ticket of other members of the passenger's immediate family accompanying an incapacitated passenger.

③ When a passenger dies en route, the validity of the tickets of the accompanying immediate family may be extended by not more than 45 days after the date of death.

④ When a ticket is sold at a special fare containing minimum-stay requirements, the minimum stay requirement will be waived on presentation of a death certificate or a copy thereof for passengers who are members of the accompanying immediate family of a passenger who dies en route

⑤ If a passenger holding a special fare ticket with a minimum-stay requirement desires to commence the return travel before the expiry of the minimum-stay period owing to the death of an immediate family member not accompanying the passenger, and a death certificate or a copy thereof is not immediately available, the passenger will be entitled to a refund of the additional amounts paid to permit earlier return, on presentation of a death certificate attesting to the death of such family member after the passenger's commencement of travel.

⑥ When a ticket is sold at a special fare containing a minimum-stay requirement, the minimum stay

requirement will be waived when the passenger by reason of illness, substantiated by a medical certificate attesting to the illness of such passenger after passenger's commencement of travel, desires to commence return travel prior to the minimum-stay period.

The passenger will be permitted to return at the special fare paid.

The ticket must be endorsed "Early Return Account Illness of (name of passenger)". A copy of the medical certificate must be retained in the files for a minimum period of 2 years.

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

4. Coupon Sequence and Production of Ticket

① The ticket is valid only for the travel itinerary displayed on the ticket. Therefore, flight coupons (or in case of an electronic ticket, an electronic coupon) must be used in order, starting from the place of departure via any agreed transit stops (or stopping places) to the destination as shown on the passenger coupon. The fare that passengers have paid is based upon the applicable tariffs of SKYANGKOR and is for the transportation as shown on the ticket. It forms an essential part of the contract between the passenger and SKYANGKOR. Passenger may use the ticket in the order indicated on the ticket in regular sequence. If not, SKYANGKOR will not accept the ticket,

and ticket will not be honored. The ticket can either be refunded or rendered invalid.

② Should a passenger wish to change any aspect of his/her travel itinerary, the passenger must contact SKYANGKOR in advance. The fare for the new travel itinerary will be calculated and the

passenger will be given the option of accepting the new price or maintaining his/her original itinerary as ticketed.

③ Should you change your transportation without our agreement, SKYANGKOR will assess the correct

price for your actual travel. You will have to pay any difference between the price you have paid and the total price applicable for your revised transportation. SKYANGKOR will refund you the difference if the new price is lower but otherwise, your unused Coupons have no value.

④ Please be aware that changing any aspect of his/her travel itinerary may result in a increase in price, such as changing the place of departure (for example if the passenger fails to fly the first segment of a ticketed itinerary) or reversing the direction of travel. Many fares are valid only on specific dates and for the flights shown on the ticket and may not be changed at all, or only upon payment of an additional fee.

⑤ The passenger throughout his/her journey must retain the passenger coupon and all flight coupons not previously surrendered to carrier. He/she must, when required, produce the ticket and surrender any applicable portion to carrier. Except in case of an Electronic Ticket, a passenger shall not be entitled to board a flight unless the passenger presents a valid ticket containing the flight coupon for said flight and all other unused flight coupons and passenger coupons for the scheduled itinerary. In addition, the passenger shall not be entitled to board a flight if the ticket presented has been altered or damaged by anyone other than SKYANGKOR or another authorized agent. In case of an Electronic Ticket, the passenger shall

not be entitled to board a flight unless he/she provides positive identification and a valid

Electronic Ticket has been duly issued in his/her name.

5. Absence, Loss or Irregularities of Ticket

SKYANGKOR will refuse carriage to any person not in possession of a valid ticket. In case of loss or nonprevention of the ticket or the applicable portion thereof, carriage will not be furnished for that part of the trip covered by such ticket or portion thereof until the passenger purchases another ticket at the current applicable fare for the carriage to be performed. SKYANGKOR will not accept a ticket

if any part of it is mutilated or if it has been altered or erased by other than carrier or if it is presented without the passenger coupon and all unused flight coupon. Notwithstanding the foregoing, SKYANGKOR will issue at the passenger's request a new ticket to replace the lost one upon

receipt of proof of loss satisfactory of SKYANGKOR and may collect a service charge or handling fee, and

if the circumstances of the case in SKYANGKOR's opinion warrant such action; provided that the passenger agrees, in such form as may be prescribed by SKYANGKOR, to indemnify for any loss or damage which SKYANGKOR may sustain by reason thereof.

6. Non-Transferability

A ticket is not transferable, but SKYANGKOR shall not be liable to the person entitled to receive such

refund for honoring or refunding such ticket when presented by someone other than the person

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

ARTICLE 4. (STOPOVER)

1. Permission of Stopover

① In case of a passenger holding a ticket issued at the normal fare, stopovers within the period of ticket validity will be permitted at any scheduled stop unless government requirements or applicable tariffs do not permit such stopover.

② In case of passengers holding tickets issued at special fare, stopovers will be subject to the limitations, prohibitions or additional stopover charges as provided in the applicable tariffs of SKYANGKOR.

2. Prior Arrangement

Stopovers shall be arranged with SKYANGKOR in advance and specified in the passenger ticket.

ARTICLE 5. (FARES, CHARGES AND ROUTINGS)

1. Applicable Fares and Charges

① Except as otherwise provided in these Conditions of Carriage and other applicable tariffs, applicable fares and charges for carriage governed by these Conditions of Carriage and other applicable tariffs are those duly published by SKYANGKOR, and shall be those in effect on the date on

which full payment is made, for travel on the specific dates and journey shown on the ticket.

When the fares or charges collected are not the applicable fares or charges, the difference will be refunded to or collected from the passenger, as may be appropriate. In the event of a voluntary change to the originating flight, the fares and charges for the passenger's journey shall be recalculated in accordance with the fares and charges in effect on the date on which the change is made and is reflected on the ticket.

② Applicable fares apply only for carriage from the airport at the point of origin to the airport at the point of destination and do not include ground transfer service within airport areas or between airports or between airport and downtown except where applicable tariffs specifically provide that such ground transfer service will be furnished without additional charge.

③ Except as otherwise provided in applicable tariffs, direct fares published in tariffs take precedence over any combination of intermediate fares applicable to the same class of service between the same points.

④ Except as otherwise provided in applicable tariffs, fares published in tariffs entitle the passenger to occupy one seat of the applicable class. If the passenger reserves two seats in advance, twice the

applicable fare must be charged.

2. Construction of Unpublished Fares

When the fare between any two points is not specifically published, such fare will be constructed as provided in applicable tariffs.

3. Routings

Except as otherwise provided in applicable tariffs, fares apply in either direction and only to routings published in connection therewith. If there is more than one routing at the same fare, the passenger, prior to issuance of the ticket, may specify the routing, and in respect to any open date portion of such ticket, may specify an optional routing; if no routing is specified, SKYANGKOR may determine the routing.

4. Currency of Payment and Applicable Exchange Rate

① Currency of Payment

Subject to currency exchange laws, government regulations and acceptability to SKYANGKOR, payment of fares and charges may be made in a currency other than the currency in which the fare or charges is published.

② Applicable Exchange Rate

The rate of exchange notified by International Air Transportation Association (IATA) will be used to convert the published fare or charge into the selling currency unless any conditions specified in applicable tariffs.

5. Taxes, Fees, and charges etc.

Applicable taxes, fees and charges imposed by government or by the operator of an airport collectible from a passenger will be in addition to the published fares and charges. The service

charges, fees and other collectible charges due to the changes in any circumstances imposed

by SKYANGKOR will be also collected in addition to the published fares and charges. If a new tax, fee or

charge is imposed even after ticket issuance, a passenger will be obliged to pay it.

ARTICLE 6. (REVISED ROUTINGS, FAILURE TO CARRY AND MISSED CONNECTIONS)

1. Changes Requested by passenger

① At a passenger's request, SKYANGKOR will effect a change in the routing (other than point of origin),

carrier(s), class(es) of service, destination, fare or validity specified in an unused ticket, flight

coupon(s) or MCO/EMD by issuing a new ticket or by endorsing such unused ticket, flight

coupon(s) or MCO/EMD, provided that;

(1) SKYANGKOR issued the original ticket or MCO/EMD or,

(2) SKYANGKOR has received written or authorized electronically to do so from the carrier entitled to effect the change.

② When the rerouting results in a change of fare, the new fare and charges shall be calculated as provided in the applicable tariffs. As a result, this may cause an additional fee. No-show penalty will be applied separately from other fees.

③ The expiration date of any new ticket issued for a revised routing will be limited to the expiration date that would have been applicable had the new ticket been issued on the date of sale of the original ticket or MCO/EMD.

2. Involuntarily Revised Routings

① In the event SKYANGKOR cancels a flight, fails to operate a flight reasonably according to schedule,

fails to stop at a point to which the passenger is destined or is ticketed to stopover, is unable

to provide previously confirmed space, or the passenger is refused carriage or removed in

accordance with Article 8, SKYANGKOR shall either;

(1) carry the passenger on another flight of SKYANGKOR on which space is available,

(2) endorse to another carrier or other transportation service the unused portion of the ticket for the purpose of rerouting,

(3) reroute the passenger to the destination or point of stopover shown on the ticket or applicable portion thereof by its own or other transportation services; or

(4) make involuntary refund in accordance with Article 11. 4.

② In the event a passenger misses an onward connecting flight of SKYANGKOR on which space has been reserved for him because the delivering carrier did not operate its flight according to schedule, or changed the schedule of such flight, the delivering carrier will arrange for the carriage of the passenger or make other arrangements and SKYANGKOR shall not be liable for such missed connection.

③ An involuntarily rerouted passenger shall be entitled to retain the free baggage allowance applicable to the fare originally paid. This provision shall apply even though the passenger may be transferred from a First class service to an Economy class service and is entitled to a fare refund.

ARTICLE 7. (RESERVATIONS)

1. General

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

2. Conditions of Reservations

① A reservation for space on a given flight is valid when the availability and allocation of such space is confirmed by reservations agent of SKYANGKOR and a record of the confirmed space is reflected in SKYANGKOR's reservation system. Whenever a passenger fails to purchase a ticket for the reserved space by the time fixed by SKYANGKOR, SKYANGKOR will cancel the reservations at any time without notice.

② SKYANGKOR may change pre-assigned seat without any notice under unavoidable circumstances such as flight cancellation, delay or change of aircraft. SKYANGKOR does not guarantee allocation of any particular space in the aircraft.

3. Reconfirmation of Reservations

① Onward or return reservations may be subject to the requirement to reconfirm the reservation within specified time limits. SKYANGKOR will advise you when SKYANGKOR require reconfirmation, and how and where it should be done. If it is required and you fail to reconfirm, SKYANGKOR may cancel your onward or return reservations. However, if you advise SKYANGKOR you still wish to

travel, and there is space on the flight, SKYANGKOR will reinstate your reservations

and transport you. If there is no space on the flight SKYANGKOR will use reasonable efforts to transport you to your next or final destination

② You should check the reconfirmation requirements of any other Carriers involved in your journey with them. Where it is required, you should reconfirm with the carrier whose code appears for the flight in question on the Ticket.

4. Communication Charges

The passenger will be charged for all types of communication charge (including telegraph, telephone, telegram, mail, fax fee, mobile communication fee, personal circuit fee, internet usage fee, etc but it is not just restricted to those charges) arising from a special request of the passenger concerning a reservation.

5. Cancellation of Reservations

① Please be advised that in the event you do not show up for confirmed flight without advising SKYANGKOR in advance, SKYANGKOR may cancel your return or onward reservations. However, if you do

advise SKYANGKOR in advance, SKYANGKOR will not cancel your subsequent flight reservations.

② SKYANGKOR may, at its own discretion, cancel a part or all of the passenger's reservations without notice to the passenger or its agent if two or more seats are reserved for the passenger in the same reservation record and if:

(1) Multiple reservations have identical on-board segment as well as boarding date;

(2) It is reasonably considered that passenger cannot use all of the flights because the onboard

segments are identical and each boarding date is within 7 days of the earliest departure date;

(3) It is reasonably considered that the passenger cannot use all of the reserved flights.

③ SKYANGKOR may, at its own discretion, cancel a part or all of the passenger's reservations without notice to the passenger or its agent if two or more seats are reserved for the passenger in the different reservation record and if:

(1) Multiple reservations have identical on-board segment as well as boarding date;

(2) It is reasonably considered that passenger cannot use all of the flights because the onboard segments are identical and each boarding date is within 3 days.

(3) It is reasonably considered that the passenger cannot use all of the reserved flights.

6. Reservation cancellation by passenger and No-Show Penalty

① Reservation Cancellation by Passenger

A passenger who wishes to cancel his/her confirmed seat must notify SKYANGKOR or its authorized agent of the cancellation by the scheduled departure time of the flight

② No-Show Penalty

(1) When a passenger does not notify the SKYANGKOR a cancellation above as ① by the scheduled departure time and not board on the flight or does not board on the flight after already check-in, the SKYANGKOR will collect a no-show penalty as separately stipulated by SKYANGKOR.

(2) If a passenger do not cancel the ticket segment before departure by their own reason, SKYANGKOR is going to charge a refund penalty and also no-show penalty.

7. Arrival of Passengers at Airports

The passenger must arrive at the airport or other point of departure by the time fixed by

SKYANGKOR, or

if no time is fixed, sufficiently in advance of flight departure time to permit completion of government formalities and departure procedures. If the passenger fails to arrive at such airport or other point of departure by the established time limits or appears improperly documented and is not ready to travel, SKYANGKOR will cancel the space reserved for him. Departure will not be delayed

for passenger who arrives at airport or other point of departure too late for such formalities to be completed before scheduled departure time. SKYANGKOR is not liable to the passenger for loss or expense

due to passenger's failure to comply with this provision.

8. Personal Data

The passenger or his/her agent should recognize that personal data (name, telephone number, payment information, etc.) has been given(provided) to SKYANGKOR for the purposes of: making a reservation, purchasing a ticket, facilitating immigration and entry procedures, specific service supply involved in carriage service, etc. For these purposes, the passenger authorizes SKYANGKOR to

retain and use such data and to transmit it to its own offices, authorized agents, other carriers, other affiliated companies, or the providers of the above-mentioned services, in whatever country they may be located. SKYANGKOR may provide the passenger's personal data with the government authorities or other agencies concerned to comply with all laws, regulations, orders, demands of countries to be flown from, to or over.

ARTICLE 8. (LIMITATIONS OF CARRIAGE)

1. Refusal, Cancellations or Removal

① SKYANGKOR, in the exercise of its reasonable discretion, may refuse to carry passenger or his/her baggage, if it has notified him/her in writing that it would not at any time after the date of such notice carry such passenger on its flights.

② SKYANGKOR may refuse to carry, cancel the reserved space of, or remove en route any passenger when, in the exercise of its reasonable discretion:

(1) Such action is necessary for reason of safety;

(2) Such action is necessary to prevent violation of any applicable laws, regulations or orders of any state or country to be flown from, into or over;

(3) The conduct, age or mental or physical condition of the passenger is such as to;

a. require special assistance of SKYANGKOR

b. cause discomfort or make himself objectionable to other passenger, or

c. involve any hazard or risk to himself or to other persons or to property

(4) The passenger refuses on request to produce positive identification;

(5) The passenger refuses to permit search of his/her person or property for explosives or a concealed, deadly or dangerous weapon or articles; or

(6) The carriage of passenger or baggage may endanger or affect the safety, health, or materially affect the comfort of other passenger or crew;

(7) The passenger has committed misconduct on a previous flight, and SKYANGKOR has reason to believe

that such conduct may be repeated;

(8) The passenger seeks to enter a country through which he/she may be in transit, or for which he/she does not have valid travel document, or destroys, alters or counterfeits documentation, or he/she has refused to surrender travel documents to be held by SKYANGKOR in exchange of a receipt therefor.

(9) The passenger presents a ticket that has been acquired unlawfully, has been purchased from an entity other than SKYANGKOR or its authorized agent, or has been reported as being lost or stolen, or is a counterfeit.

③ If question arises of any aircraft being overloaded due to SKYANGKOR's fault, SKYANGKOR shall induce

a passenger to give up his/her seats voluntarily. Despite of SKYANGKOR's efforts to minimize passengers who are given up involuntary, if there is no volunteer, SKYANGKOR shall decide which passengers will be carried in accordance with specified rules that SKYANGKOR has established.

This rule does not apply to certain passengers, such as a passenger with an infant, disabled person and pregnant woman.

2. Conditional Acceptance for Carriage

① If a passenger whose status, age, or mental or physical condition is such as to involve any hazard or risk to himself is carried, it is on the expressive condition that SKYANGKOR shall not be liable for any injury, illness or disability or any aggravation or consequences thereof, including death, caused by such status, age, or mental or physical condition and that the

conditions for his/her carriage shall be subject to the applicable tariffs and the requirements of

SKYANGKOR's regulations.

② Acceptance for carriage of people with illness, pregnant women, unaccompanied children or others requiring special assistance is subject to prior arrangement with SKYANGKOR.

③ A disabled passenger who has informed SKYANGKOR of his/her disability and any special requirements in advance and been accepted by SKYANGKOR, shall not consequently be refused carriage on the basis of such disability or special requirements. Also in case of a disabled passenger, SKYANGKOR must fulfill the effort to offer passenger's requirement based on information as provided by the passenger. However, services can be restricted by related statute or aircraft facilities.

3. Carriage of Unaccompanied Children and Infants

① Children under 5 years of age and Infants will not be accepted for travel unless accompanied by a parent or guardian, 18 years of age or older.

② Children not accompanied in the same compartment by a passenger of 18 years of age or over, will be accepted for carriage subject to advance arrangements with SKYANGKOR, flights operated

by SKYANGKOR, and only under the following conditions;

(1) They are accompanied to the airport of departure by a parent, guardian or responsible adult who shall remain with the child until enplaned and satisfactory evidence is presented by such parent, guardian or responsible adult that the child will be met at the airport of stopover or destination by another parent, guardian or responsible adult upon deplaning;

(2) The flight on which space is held is not expected to terminate short of or by-pass destination due to weather conditions or others;

(3) A letter of indemnity in such form as may be prescribed by SKYANGKOR and signed by a parent,

guardian or responsible adult is presented to SKYANGKOR at the time of reservations.

(4) All other SKYANGKOR conditions and fare regulations must be adhered to and Additional Unaccompanied Minor Service charge shall apply.

③ The age of 12 but under the age of 17, if all of the conditions listed under Paragraph ② above are met, Young Passengers Travelling Alone Service can be requested, depending on the passenger's decision. Additional charges may apply. Similar conditions, rules and regulations may apply depending on the various different countries and airports therein.

4. Carriage of infants

In case of child is after 24 months when after begin the first journey of the ticket, a seat must be assigned in advance and the child fare will be redeemed.

5. Code of Conduct in Cabin

① If a passenger misconducts himself or herself in cabin as below, SKYANGKOR may take necessary actions as it deems necessary to prevent continuation of such conduct, including restraint. Such passenger may be disembarked and refused onward carriage at any point, and may be prosecuted for offences committed inside the aircraft;

a. The passenger endangers the aircraft or any person or property on board;

b. As a passenger refuses to follow crew instructions as ordered or requested, for doing one or more of the following illegal behaviors in-flight.

(1) Violent language / Physical assault

(2) Disregard of smoking regulations

(3) Endangers the safety of another person after alcohol or drug consumption

(4) Sexual harassment

(5) Using electronics as violation of 「Republic of Korea, Aviation safety Act」 Article 73

or using electronics that affect safe navigation

(6) Behavior which endangers the aircraft or any person or property on board

(7) Unauthorized cockpit entrance

(8) Disturbance to Aircrew's work as using deceptive plan or power

(9) Behavior, except above actions, which would disturb the safe flight judging by cabin crew.

c. The passenger behaves in a manner which causes discomfort, inconvenience, damage or injury to other passengers or the crew;

② The passenger shall be liable for any damages incurred as a result of any of the conducts referred to in Paragraph ① above.

6. Electronic Devices

For safety reasons, SKYANGKOR may forbid or limit operation aboard the aircraft of electronic equipment,

including, but not limited to, cellular phones, portable televisions, laptop computers, portable recorders, portable radios, CD players, electronic games or transmitting devices including radio controlled toys and walkie-talkies.

ARTICLE 9 Baggage

1. Carriage of Baggage

(1) Carriage of baggage shall be subject to these Conditions of Carriage and other applicable tariffs in effect on the date of commencement of carriage covered by the first flight coupon of the ticket. In the event that any country has its own laws, regulations or orders, those laws shall take precedence.

(2) Checked baggage will be carried on the same aircraft as the passenger unless such carriage is impracticable due to safety, security or other reasons, in which event SKYANGKORAIR will carry the checked baggage on the next flight on which space is available.

(3) SKYANGKORAIR reserves the right to refuse acceptance of said baggage in the event that an individual attempts to check baggage after the allotted check-in time has passed.

(4) SKYANGKORAIR will not carry baggage until the passenger has paid all applicable charges or has complied with credit arrangements established by SKYANGKORAIR.

(5) In principle, SKYANGKORAIR will accept that passenger can take only their own baggage and may refuse to load or transport the goods requested by the third party other than the passenger themselves. Also, SKYANGKORAIR can claim all damages suffered by them including claimant and the actual passenger.

2. Inspection of Baggage

For reasons of safety and security, SKYANGKORAIR has the right, but not the obligation, to verify in the presence of passenger the contents of his baggage, and in the case of unaccompanied baggage, to open and examine such baggage whether or not the passenger is present. The existence or

exercise of such right shall not be construed as an agreement, expressed or implied, by SKYANGKORAIR to carry such contents as would otherwise be precluded from carriage.

3. Prohibited Items in Carriage

SKYANGKORAIR accepts transportation only for checked baggage properly packaged in each case or similar container so that it can be safely transported by customary handling methods, provided that the weight, shape, size and nature of the baggage. If it is deemed unsuitable, the baggage may be refused or transported before or during the carriage of the baggage, in whole or in part.

A. The dangerous goods prescribed by ICAO(International Civil Aviation Organization) and IATA (International Air Transport Association)

B. Items which are restricted to be brought in or taken out by the laws, regulations and orders of the place of departure, staying place or destination country

C. Items that are considered to cause danger and damage to aircraft, passengers or property.

D. Packaged items that are easily damaged during transport or are not sufficiently checked against damage or loss.

E. Money or securities, stamps, precious metals and jewelry, art and antiques, specimens, documents and other valuables.

4. Free Baggage Allowance

A. It is available to transport checked baggage with free of charge, if the baggage per person is a maximum of 20 kilograms and the sum of the three sides of baggage is the 203cm. However, maximum allowance amount can be changed based on the grade of SKYANGKORAIR members, and the connection segment and interline are follow additional regulations.

B. The free baggage allowance of the infant occupying the seat is depend on the fare purchased.

C. Infants that do not occupy a seat can get 10 kilograms of checked baggage allowance free of charge. However, it is restricted by cases. One of the fully foldable stroller, infant carrying cradle, or infant car seat can additionally allowed as checked or unchecked baggage.

D. One wheelchair or other assist devices used by uncomfortable passengers can be carried free of charge separately from the above free baggage allowance.

E. Unchecked baggage can be carried on aircraft with free of charge for a maximum of 10 kilograms per person and a total of 115 cm for three sides. It regards checked baggage when allowable amount is over-exceeded.

F. Free baggage allowance can vary depending on the type of carriage (regular or charter), items, etc., and can be limited by causes such as security and safety.

5. Unchecked Baggage

A. An umbrella without sharp edge

B. Food to feed an infant in flight

C. A pair of crutches, braces or prosthetic arm or leg for the use of a physically handicapped passenger

D. Items that are essential for the passengers who accompany infants, disabled persons, pregnant women, and etc. to eat or use.

Articles other than those listed above shall not be carried in cabin unless permitted otherwise by the applicable laws and regulations, government orders or rules and regulations of SKYANGKORAIR.

Unchecked baggage may be limited according to insufficient space of aircraft.

Objects not suitable for transport in the cargo compartment (such as delicate musical instruments and the like) will only be accepted for transportation in the cabin compartment if due notice has been given in advance and permission granted by SKYANGKORAIR. The transport of such objects may be charged for separately.

6. Handover of Checked Baggage

(1) A passenger cannot request checked baggage for sections where SKYANGKORAIR cannot offer checked baggage convenient service, and any provision of these Conditions of Carriage does not accept such right.

(2) SKYANGKORAIR types the number and weight of the checked baggage on the ticket or system, issue each claim baggage ticket, and give passenger claim baggage tag.

(3) Checked baggage is handed over to the baggage holder only if the claim baggage tag issued by SKYANGKORAIR is returned to the airline for his carriage.

(4) Checked baggage have to be delivered to the destination or stop-over point listed on claim baggage tag, however that the passenger can only deliver at the point of departure, if passenger has special requests.

(5) SKYANGKORAIR regards the holder of the claim baggage tag as rightful person and delivers the baggage. At this time, SKYANGKORAIR has no duty to check whether the holder of the claim baggage tag is the rightful owner or not. By not checking this, SKYANGKORAIR is not liable for any direct or indirect loss.

(6) If a person who does not comply with the paragraph 5 of this Article requests the delivery of baggage, the claimant have to prove that the person is a legitimate rightful holder and, at the

request of SKYANGKORAIR, the baggage will be delivered only if it is guaranteed that SKYANGKORAIR will be exempted and a person indemnify damage.

(7) If the holder of claim baggage tag requests delivery of the baggage at the place of departure or stopover, within paragraph 5 of this Article, the baggage can be delivered to the passenger without liability for refund of paid fare.

(8) If the baggage tag holder take baggage without the written formal objection, the baggage is deemed to be delivered normally in accordance with shipping terms and conditions.

7. Excess Baggage Charges

(1) If passenger exceeds free checked baggage allowance, a separate charge will be imposed under the valid SKYANGKORAIR regulations and procedures on the date of payment of the excess baggage charge.

(2) The baggage other than 1 piece of unchecked baggage shall be imposed on excess charges at boarding gate, and be imposed the charge according to SKYANGKORAIR regulation according to quantity, weight etc.

(3) If the total dimensions and/or weight of a piece of luggage exceed SKYANGKORAIR's free baggage allowance, then an excess baggage charge may be assessed by SKYANGKORAIR.

(4) In calculating the gross weight of excess baggage, the weight of less than one kilogram is not calculated.

(5) Special baggage such as sports equipment is subject to a separate charge specified by SKYANGKORAIR.

At the passenger's option, excess baggage charges will be payable either at the point of origin for

the entire journey via stopover points to final destination (even though baggage may not in some cases be checked through to final destination), or at the point of origin to the point of stopover, in which case, when trip resumed, the charges will be payable from the point of stopover to the next point of stopover or destination. If a passenger has paid all excess baggage charges and then attempts to check additional baggage mid-journey, SKYANGKORAIR will only accept said baggage under the condition that an additional excess baggage charge for the entire journey or next stopover point has been paid as well.

8. Refund of Excess Baggage Charges

1. If a passenger cancels the carriage of excess baggage before the check-in deadline, or do not take a reserved flight, the full amount of the excess baggage paid by the passenger will be refunded. However, if the passenger purchase their baggage in advance, separate regulation has to be followed.

2. If a passenger cancels the carriage of the baggage after the deadline for the check-in or request to delivery baggage in the middle of the itinerary, the excess baggage rate will not be refunded, except for the case where it fails to fulfill some or all requirements of transport with passenger.

9. Carriage of Specific Animals

(1) A guide dog accompanying a blind passenger or a hearing dog accompanying a deaf passenger, mobility assistance dog, emotional support dog shall be carried free of charge regardless of the permissible free baggage allowance of those passengers under the following conditions:

A. Such animal is traveling with a passenger and does not occupy a seat;

B. Such animal does not cause any discomfort to other passengers or disturb safe travel of other

passengers;

C. If such animal falls ill, is injured or dies during the flight, the Carrier shall not be liable for any damage unless such damage is caused by the Carrier intentionally or negligently, and;

D. A passenger accompanying such animal shall be entirely liable for any damage to other passengers or properties caused by such animal.

E. Assistance dogs for the disabled must attach a service dog sign and wear a harness or leash. (a passenger accompanying emotional support dog requires a doctor's note.)

(2) Pets accompanied by a passenger may be carried as unchecked baggage under the following conditions:

A. Types of pets accepted for the carriage are limited to dogs, cats and household birds.

B. The weight of pet animals and the dimensions of the transport container follow the regulations written on the SKYANGKORAIR website.

C. In case of a pet animal carried in accordance with this provision, excess baggage charge shall be separately imposed on the total weight of the animal and its container regardless of the passenger's free baggage allowance.

10. Excess Value Charges

(1) Except as provided in paragraph 3 of this Article, in the case of international carriage covered by the Montreal Convention, for exceeding checked baggage 1,288 SDR per person, any other international transport, including international carriage covered by the Warsaw or the amended Warsaw agreement, passenger can report the cost of the over-checked baggage USD \$ 20 per kilogram (250 French gold francs) or equivalent. In this case, for carriage by SKYANGKORAIR, the

excess value charge will be collected at a rate of USD \$ 100 or USD 0.50 per unit.

(2) Unless stipulated in the TARIFF, the excess value charge have to be paid for the entire itinerary from the departure point to the destination. If the passenger reports cost higher than the initial reported cost at the stopover point, an additional charge for the increased price must be paid for the segment from the staying place to the destination.

(3) SKYANGKORAIR does not take over the carriage of baggage and other possessions exceeding the reported price per passenger of USD \$ 2,500, except in case of prior agreement with SKYANGKORAIR.

11. Refund of Excess Value Charges

(1) If all or part of the transportation is canceled due to circumstances of SKYANGKORAIR or a passenger cancels the commitment before the commencement of the transportation, the full amount of the excess value charge paid shall be refunded.

(2) After the commencement of the transport, if the reservation is canceled due to passenger circumstances, the excess value charge paid shall not be refunded.

(3) In case of a change or cancellation of the itinerary, the regulations applicable to the additional collection and refund of the fare shall be applied equally to the payment and refund of the excess value charge, but the excess value charge for the already completed segment shall not be refunded.

12. Lost Baggage Tag

If a passenger has lost a baggage (claim) tag, the Carrier may hand over his/her baggage only under the condition that the person is deemed entitled for the baggage and will indemnify the Carrier against any damage as a result of such handover.

13. Disposal of Undelivered Baggage

In case baggage is unclaimed by a passenger within one week after its arrival, the Carrier may dispose of such baggage as deemed appropriate. Fish or other easily perishables may be disposed of if they are unclaimed within 48 hours after its arrival.

ARTICLE 10. (SCHEDULES, DELAYS AND CANCELLATIONS OF FLIGHTS)

1. Schedules

① The times shown in timetables or elsewhere are approximate and SKYANGKOR may be obliged to change

the time of flights, open for reasons beyond SKYANGKOR's control, and consequently, times in timetables or elsewhere are not guaranteed, and thus form no part of the contract of carriage. Schedules are subject to change without notice and SKYANGKOR assumes no responsibility for making connections. SKYANGKOR will not be responsible for differs either in timetables or other published schedules.

② When SKYANGKOR accepts your booking, SKYANGKOR will notify you of the scheduled flight time in effect as of

that time, and it will be shown on your Ticket. It is possible SKYANGKOR may need to change the scheduled flight time subsequent to issuance of your Ticket. If you provide SKYANGKOR with contact information, SKYANGKOR contacts a passenger by SMS, e-mail, or post, in order to notify the change of flight schedule with responsibility. However, only when SKYANGKOR knows the information provided by passenger and the time is near the scheduled departure (international flight must be within

1 hour), SKYANGKOR can change the notification method to airport announcement. If, after you purchase

your Ticket, SKYANGKOR make a significant change to the scheduled flight time, which is not acceptable

to you, and SKYANGKOR is unable to book you on an alternate flight which is acceptable to you, you will

be entitled to a refund in accordance with Article 11. 4.

2. Cancellations

① SKYANGKOR may, without notice, substitute alternate carrier or aircraft.

② SKYANGKOR may, without notice, cancel, terminate, divert, postpone or delay any flight or the further

right of carriage or reservation of traffic accommodations and determine if any departure or landing should be made, without any liability except to refund in accordance with these Conditions of Carriage the fare and charges for any unused portion of the ticket:

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

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

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

(4) because of shortage of labor, fuel or facilities, or labor difficulties of SKYANGKOR or others. In the event SKYANGKOR fails to operate a flight or delays its air transportation service by purpose or mistake, the compensation shall be implemented by SKYANGKOR according to the related provisions of General Conditions of Carriage, applicable tariffs, regulations or law.

③ SKYANGKOR may cancel the right or further right of carriage of the passenger and his/her baggage

upon refusal of the passenger, after demand by SKYANGKOR, to pay the fare or portion thereof so demanded, or to pay any charge so demanded and assessable with respect to the baggage of the passenger, without being subject to any liability therefore except to refund, in accordance

with these Conditions of Carriage, the unused portion of the fare and charge(s) previously paid,
if any.

ARTICLE 11. (REFUNDS)

1. General

① Refund by SKYANGKOR for an unused ticket, coupon or portion thereof MCO/EMD will be made in

accordance with the following conditions, except as otherwise provided in Paragraph 6 below;

② Application for refund should be made 30 days after the period of validity of the ticket or MCO/EMD, when passenger applies for a refund after that time SKYANGKOR can deny the refund claim.

③ Person requesting refund must surrender to SKYANGKOR all unused flight coupon(s) of the ticket or MCO/EMD.

④ Except as provided below, refund will be made to the person named as the passenger on the ticket or MCO/EMD.

(1) Refund of tickets or MCO/EMD issued:

a. under the Universal Air Travel Plan will be made to the account of subscriber against whose Air Travel Card they were issued.

b. against a Government Transportation Request will be made to the government agency which issued the Government Transportation Request

c. against a commercial credit card will be made only to the commercial credit card account of the person to whom such credit card had been issued.

(2) If, at the time of purchase, the purchaser designates a person to whom refund shall be made, refund will be made to the person so designated.

(3) If, at the time of application for refund, satisfactory evidence is submitted that a company

purchased the ticket or MCO/EMD on behalf of its employee, or the travel agent had made refund to its client, SKYANGKOR will refund directly to the employee's company or the travel agent, respectively.

⑤ Refund made in accordance with this rule to a person representing himself as the person, company or travel agent named or designated in the document presented for refund will be a valid refund and SKYANGKOR will not be liable to the true person for another refund.

⑥ SKYANGKOR may refuse refund on a ticket which has been presented to government officials of a country or to SKYANGKOR as evidence of intention to depart therefrom unless the passenger establishes to SKYANGKOR's satisfaction that he has permission to remain in the country or that he will depart therefrom by another carrier or conveyance.

2. Currency

All refunds will be subject to government laws, rules, regulations or orders of the country in which the ticket or MCO/EMD was originally purchased and of the country in which the refund is being made. Subject to the foregoing provisions, refunds will normally be made in the currency in which the fare was paid, or in lawful currency of the country where the refund is made or in the currency of the country in which the ticket or MCO/EMD was purchased, in an amount equivalent to the amount due in the currency in which the fares were originally collected. However, when requested to refund in Korea, regardless of this paragraph refund will be basically made in lawful currency of Korea, which is Korean Won.

3. Refund Handling

SKYANGKOR will make refunds through its respective office, and will require prior written applications for

refunds to be prepared by passengers on special forms furnished by SKYANGKOR.

4. Involuntary Refund

① For the purpose of this paragraph, the term "Involuntary Refund" means any refund made because the passenger is prevented from using the carriage provided for in his/her ticket because of cancellation of flight, or inability of SKYANGKOR to provide previously confirmed space, or substitution

of a different type of equipment or class of service by SKYANGKOR, or missed connections, or postponement or delay of flight, or omission of scheduled stop, or refusal to carry under conditions prescribed in paragraph "①" or "②" of Article 8.1.

② The amount of an involuntary refund will be as follows;

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

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

a. Either an amount equal to the one-way fare less the same rate of discount, if any, that was applied in computing the original one-way fare (or on round trip or circle trip tickets, one-half of the round trip fare less the same rate of discount, if any) and charges applicable to the unused transportation from the point of termination to the destination

or stopover point named on the ticket or to the point at which transportation is to be resumed; or

b. The difference between the amount of fare paid and the amount of fare for the transportation used.

③ When a passenger holding a ticket for carriage for First class service between origin and destination is required by SKYANGKOR to use Economy class service for any portion of such carriage, the amount of refund will be as follows:

(1) For One-way Tickets

The difference between the fare for First class service and the fare for Economy class service between the points where Economy class service is used;

(2) For Round Trip, Circle Trip or Open-jaw Trip

The difference between 50 percent of the round trip fare for First class service and 50 percent of the round trip fare for Economy class service between the points where Economy class service is used, less any discount rate.

5. Voluntary Refund

① The term "Voluntary Refund", for the purpose of this Paragraph, means any refund of a ticket or MCO/EMD other than "Involuntary Refund" as defined in Paragraph 4 above.

② Some tickets are sold at discounted fares which may be partially or completely nonrefundable.

You should choose the fare, which fits well to your travel needs. You may also need to ensure that you have appropriate insurance to cover any unexpected instances such as cancelling your ticket.

③ The amount of a voluntary refund will be as follows:

(1) When no portion of the ticket has been used, the amount of refund will be the amount of fare

paid, less any applicable service charges or refund penalties and no-show penalties.

(2) When a portion of the trip has been made, the amount of refund will be the difference, if any, between the full amount of fare paid and the amount of fare and charges applicable between the points between which the ticket has been used, less any applicable service charges or refund penalties and no-show penalties.

④ When the refunding of any portion of ticket would result in such ticket having been used between points where carriage of traffic is prohibited, the refund, if any, shall be determined in accordance with Subparagraph ② (2) above as if such ticket had been used to a point beyond which the refunding would not result in the violation of SKYANGKOR's operating rights.

6. Refund penalty

Refund penalty will be charged as stipulated in the airline ticket tariff.

7. Lost Ticket

The following provisions will govern refund of a lost ticket or unused portion thereof:

① SKYANGKOR will refund a lost ticket or lost portion thereof after receipt of written request and receipt

of proof of loss satisfactory to SKYANGKOR. Such written application must be made not more than 30

days after the expiration date of the lost ticket. Refund will only be made provided that the lost ticket or lost portion thereof has not been honored for transportation of, or refunded, upon

surrender by any person prior to the time the refund is made and further provided that the

passenger agrees to indemnify SKYANGKOR and hold SKYANGKOR harmless against any loss,

damage, claim

or expense, including (but without limitation) reasonable attorney fees, which SKYANGKOR may suffer

or incur by reason of such refund and/or the subsequent presentation of said ticket(s) for

transportation, refund or any other use whatsoever. Refund will be made on one of the following

bases, whichever is applicable:

(1) If no portion of the ticket has been used:

a. If the passenger has not purchased a replacement ticket, refund will be the full amount of the fare paid;

b . If the passenger has purchased a new(replacement) ticket, SKYANGKOR will refund the amount of fare paid for such new ticket to the passenger provided that the ticket is issued at the same class of services, validity, itinerary, and special conditions as the original lost ticket. However, if the passenger has purchased a replacement ticket with conditions different from the lost ticket, the amount of refund will be calculated according to the applicable tariffs.

(2) If a portion of the ticket has been used;

a. If the passenger has not purchased a replacement ticket, refund will be the difference, if any, between the full amount of fare paid and the amount of fare and charges applicable between the points between which the ticket has actually been used.

b. If the passenger has purchased a new(replacement) ticket, SKYANGKOR will refund the amount of fare paid for such new ticket to the passenger provided that the ticket is issued at the same class of services, validity, itinerary, and special conditions as the original lost ticket. However, if the passenger has purchased a replacement ticket with conditions different from the lost ticket, the amount of refund will be calculated according to the applicable tariffs.

(3) The refunds described in the provisions of (1) and (2) above will be subject to any expenses incurred by SKYANGKOR as a result of such loss.

② The foregoing provisions shall also apply to lost MCO/EMD.

ARTICLE 12. (GROUND TRANSFER SERVICES)

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

ARTICLE 13. (HOTEL ACCOMMODATIONS AND IN-FLIGHT MEALS)

1. Hotel Accommodations

- ① Hotel expenses are not included in passenger fares.
- ② In the case of scheduled overnight or other stops on through flights, hotel accommodation may be borne by SKYANGKOR at its option.
- ③ When requested by passengers, SKYANGKOR may make application on their behalf for hotel reservations, but the availability thereof is not guaranteed. All expenses, incurred by SKYANGKOR or its representatives in arranging, or attempting to arrange for reservations will be chargeable to passengers

2. In-flight Meals

In-flight meals, if served, will be free of charge, except as otherwise specified in applicable tariffs

3. Arrangements made by SKYANGKOR

In making arrangements for hotel or other housing and board accommodation for passenger, whether or not the cost of such arrangements is for the account of SKYANGKOR, SKYANGKOR acts only as agent

for the passenger and SKYANGKOR is not liable for loss, damage or expense of any nature whatsoever

incurred by the passenger as a result of or in connection with the use by the passenger of such accommodation or the denial of the use thereof to the passenger by any other person, company or agency

ARTICLE 14. (ADMINISTRATIVE FORMALITIES)

1. Compliance with Regulations

The passenger must comply with all laws, regulations, orders, demands or travel requirements of countries to be flown from, into or over, and with all rules, regulations and instructions of SKYANGKOR. SKYANGKOR shall not be liable for any aid or information given by any agent or employee of SKYANGKOR to any passenger in connection with obtaining necessary documents or complying with such laws, regulations, orders, demands, requirements or instructions, whether given orally or in writing, or for the consequences to any passenger resulting from his or her failure to obtain such documents or to comply with such laws, regulations, orders, demands, requirements, or instructions.

2. Passports and Visas

① The passenger must present all exits, entry and other documents required by laws, regulations, orders, demands or requirements of the countries concerned. SKYANGKOR will refuse carriage to any passenger who has not complied with applicable laws, regulations, orders, demands or requirements, or whose documents do not complete. SKYANGKOR is not liable to the passenger for loss or expense due to the passenger's failure to comply with this provision, and if damage is caused to SKYANGKOR because of passenger's failure to comply with this provision, the passenger shall indemnify SKYANGKOR therefor.

② Subject to applicable laws and regulations, the passenger agrees to pay the applicable fare whenever SKYANGKOR, on government order, is required to return a passenger to his/her point of origin or elsewhere due to the passenger's inadmissibility into a country, whether of transit or of destination.

SKYANGKOR will apply to the payment of such fares any funds paid to SKYANGKOR for unused carriage, or any funds of the passenger in the possession of SKYANGKOR. The fare collected for

carriage to the point of refusal of entry deportation will not be refunded by SKYANGKOR.

3. Customs Inspection

If required, the passenger must attend inspection of his/her baggage, checked or unchecked, by customs or other government officials. SKYANGKOR accepts no responsibility toward the passenger if the

latter fails to observe this condition. If damage is caused to SKYANGKOR because of the passenger's failure to observe this condition, the passenger shall indemnify SKYANGKOR therefor.

4. Government Regulations

No liability shall attach to SKYANGKOR if SKYANGKOR in good faith reasonably determines that what it

understands to be applicable law, government regulation, demand, order or requirement requires that it refuse and it does refuse to carry a passenger.

ARTICLE 15. (LIABILITY OF CARRIERS)

1. Successive Carriers

Carriage to be performed under one ticket or under a ticket and any conjunction ticket issued in connection therewith by several successive carriers is regarded as a single operation.

2. Laws and Provisions Applicable

① International carriage hereunder is subject to the rules relating to liability and limitations established either by the Warsaw Convention or by the Warsaw Convention as amended at The Hague, 1955, or by the Montreal Convention. The definition of "international carriage" is set forth in the applicable international convention. For the purpose of the International Carriage governed by the Montreal Convention, the liability rules set out in the Montreal Convention are fully incorporated herein.

② To the extent not in conflict with the provisions of Subparagraph ① above, all carriage and other services performed by SKYANGKOR are subject to:

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

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

③ Carrier's name may be abbreviated in the ticket and a list giving the full name and its

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

3. Scope of Liability

Except as the Convention or other applicable law, any death, injury, delay, loss or claim of whatsoever nature (hereinafter in these Conditions of Carriage collectively referred to as "damage") arising out of or in connection with carriage or other services performed by SKYANGKOR incidental thereto is as follows:

① SKYANGKOR is liable for damages in case such damages are proved to have been caused by the negligence or willful fault of SKYANGKOR and any liability SKYANGKOR has for damage will be reduced by any negligence on passenger's part which causes or contributes to the damage.

② SKYANGKOR is not liable for any damage directly and indirectly arising out of compliance with laws or with government regulations, orders or requirements, or from failure of the passenger to comply with same, or out of any cause beyond SKYANGKOR's control.

③ With respect to carriage performed by SKYANGKOR when claims are made by passengers of SKYANGKOR or their legal agent, SKYANGKOR's liability shall be limited as follows:

(1) As to any claim arising out of death of or, wounding or other bodily injury to, a passenger, SKYANGKOR shall not invoke the limitation of liability in Article 22 (1) of the Warsaw Convention as amended at the Hague, 1955, nor avail itself of any defense under Article 20 of the Warsaw Convention as amended at the Hague, 1955 with respect to that portion of such claim which does not exceed SDR113,100 (until 27DEC19) or SDR128,821 (as of 28DEC19).

(2) Except as otherwise provided in Subparagraphs (1) hereof, SKYANGKOR reserves all defenses available under the Convention to any such claim. SKYANGKOR also reserves all rights of recourse against any other person, including without limitation, rights of contribution and indemnity.

(3) Neither the waiver of limits nor the waiver of defense shall be applicable in respect of claims made by public social insurance or similar bodies (except with respect to any such bodies of the United States) however asserted. Such claims shall be subject to defenses under Article 20 and the limit in Article 22 (1) of the Warsaw Convention as amended at the Hague, 1955.

④ The foregoing waiver limitation of liability notwithstanding Subparagraphs ③ (1) above, shall not apply with respect to any claim made by, on behalf of, or against any passenger or person who has willfully caused the death, wounding or other bodily injury of passenger. As to such claims, SKYANGKOR reserves the right to assert all defenses available under the Convention and other applicable law.

⑤ In any event, liability of SKYANGKOR for delay shall not exceed the limitation set forth in the Convention.

⑥ Any liability for Checked and Unchecked Baggage

(1) In the case Warsaw Convention or the Warsaw Convention as amended at the Hague,1955 is applies, Any liability of SKYANGKOR is limited to 250 French Gold Francs (approximately US\$ 20) per kilogram in the case of Checked Baggage, and 5,000 French Gold Francs (Approximately US\$ 400) for each passenger in the case of Unchecked Baggage or other property. In the event of delivery to the passenger of part but not all of his or her checkedin baggage, or in the event of damage of part but not all of such baggage, the liability of SKYANGKOR with respect to the undelivered or damaged portion shall be reduced proportionately on the basis of weight, notwithstanding the value of any part of the baggage which undelivered or damaged portion or contents thereof.

(2) The liability of SKYANGKOR is SDR1,131 (until 27DEC 19) or SDR1,288 (as of 28DEC19) for checked-in and unchecked-in baggage where the Montreal Convention applies to your journey.

(3) In the event that neither of the above Paragraph (1) nor (2) apply, SKYANGKOR's liability on baggage damage, delay or loss will be determined by the national laws, regulations and/or orders of the passenger's final destination. If no such laws, regulations and/or orders exist, the above Paragraph (1) will apply.

(4) If, in the case of checked baggage, a higher value is declared in advance and additional charges are paid pursuant to paragraph 9 of Article 9, the liability of SKYANGKOR shall be limited to such higher declared value.

(5) In no case SKYANGKOR's liability shall not exceed the amount of proven damage. All claims are

subject to proof of actual loss suffered by the passenger.

(6) Under no circumstances will SKYANGKOR be liable for damage to unchecked baggage not attributable to the negligence of SKYANGKOR. Assistance rendered to the passenger by SKYANGKOR' employees in loading, unloading or transshipping unchecked baggage shall be considered as gratuitous service to the passenger.

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

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

(9) SKYANGKOR is not liable if and to the extent that the damage resulted from the inherent defect, quality or vice of the baggage.

(10) For International transportation, SKYANGKOR's liability limit for delay, damage or loss to checked baggage including, but not limited to, electronic devices such as laptop computers, cellular phones, cameras, camcorders, MP3 players, fragile or perishable articles, money, jewelry, negotiable papers, securities or other valuables, medicines, keys, passports and other

identification documents, samples or business documents is governed by the Convention or the General Conditions of Carriage.

⑦ SKYANGKOR may refuse to accept any articles which do not constitute baggage as such term is defined

herein, but if delivered to and received by SKYANGKOR, such article shall be deemed to be within the

baggage valuation and limit of liability, and shall be subject to the published rates and charges of SKYANGKOR.

⑧ When SKYANGKOR issues a ticket or checks baggage for carriage over the lines of another carrier, SKYANGKOR

does so only as agent of such carrier except with respect to codeshare flights. SKYANGKOR shall not

be liable for the death, injury or delay of a passenger or the loss, damage or delay of unchecked baggage and/or checked baggage, not occurring on its own line; except that the passenger

shall have a right of action for such loss, damage or delay on the terms herein provided against SKYANGKOR, when SKYANGKOR is the first carrier or the last carrier under the agreement to carry.

⑨ The sum mentioned in terms of SDR above shall mean the Special Drawing Rights as defined

by the International Monetary Fund. Conversion of the sum into national currencies shall, in case of judicial proceedings, be made according to the exchange rate of such currencies

applicable on the date of final judgment by the court, or, in case of other than judicial

proceedings, according to the exchange rate of such currencies applicable on the date when

the damages to be paid is agreed upon.

⑩ SKYANGKOR shall not be liable in any event for indirect, , special or any other form of non-compensatory

damage arising from carriage subject to these Conditions of Carriage and applicable tariffs,

irrespective of SKYANGKOR's recognition of the damage in advance.

⑪ Any exclusion or limitation of liability of SKYANGKOR under these Conditions of Carriage and applicable

tariffs shall apply to agents, servants or representatives of SKYANGKOR acting within the scope of their

employment and also to any person whose aircraft is used by SKYANGKOR for carriage and his/her agent, servants or representatives acting within the scope of their employment.

4. Reasons for Claims or Actions

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

ARTICLE 16. (TIME LIMITATIONS ON CLAIMS AND ACTIONS)

1. Time Limitation on Claims

No action shall lie in the case of damage to checked baggage unless the person entitled to delivery complains to an office of SKYANGKOR forthwith after the discovery of the damage at the latest

within 7 days from the date of receipt; and, in the case of delay or loss, unless the complaint is made at the latest within 21 days from the date on which the baggage has been placed at his/her disposal (in the case of delay) or should have been placed at his/her disposal (in the case of loss). Every complaint must be in writing and dispatched within the time aforesaid. Where carriage is not "international carriage" as defined in the Convention, failure to give such notice of complaint shall not be a bar to suit where claimant proves that;

- ① It was not reasonably possible for him to give such notice
- ② Such notice was not given due to fraud on the part of SKYANGKOR or
- ③ SKYANGKOR had knowledge of damage to passenger's baggage.

2. Time Limitation on Actions

Any right to damage against SKYANGKOR shall be extinguished if an action is not brought within 2 years

reckoned from the date of arrival at the destination, or from the date on which the aircraft ought to have arrived, or from the date on which the carriage stopped.

ARTICLE 17. (OVERRIDING LAW)

Insofar as any provision contained or referred to in the ticket or in the Conditions of Carriage or other

applicable tariffs may be contrary to mandatory law, government regulations, orders or requirements, such provision shall remain applicable to the extent that it is not overridden thereby. The invalidity of

any provision shall not affect any other part.

ARTICLE 18. (MODIFICATION AND WAIVER)

No agent, servant or representative of SKYANGKOR has authority to alter, modify or waive any provision of

the contract of carriage or of these Conditions of Carriage or other applicable tariffs.

ARTICLE 19. (ORIGINAL COPY OF CONDITIONS OF CARRIAGE)

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