

# Vanilla Air Inc.

## Conditions of Carriage

### 1 DEFINITIONS

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

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

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

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

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

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

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

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

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

"Child" means a person who has reached his/her second birthday (in the western style of counting) but not his/her twelfth birthday (in the western style of counting) as of the date of commencement of Carriage.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

"Infant" means a person who has passed 8 days after birth but has not reached his/her second birthday (in the western way of counting) as of the date of commencement of Carriage.

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

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

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

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

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

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

"Authentication Code" means a confirmation number or other number designated by Vanilla Air proving that a Passenger has an Electronic Ticket.

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

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

"Vanilla Air" means Vanilla Air Inc.

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

## **2 APPLICATION OF CONDITIONS**

### **A. General**

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

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

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

### **C. Applicability**

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

### **D. Gratuitous Carriage**

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

### **E. Carriage by Charter**

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

### **F. Change of Conditions of Carriage or Vanilla Air's Regulations**

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

#### G. Applicable Conditions

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

#### H. Governing Law and Court Jurisdiction

1. The Convention shall in principle apply to any Carriage of Passengers and/or Baggage and any service incidental thereto, each to be performed or provided by Vanilla Air at fares, rates and charges published in connection with these Conditions of Carriage; provided, however, that Carriage of Passengers and/or Baggage to which the Convention does not apply and any service incidental thereto shall be governed by and construed in accordance with the laws of Japan without reference to any conflict of laws provisions in any body of law that would otherwise apply.

2. If any dispute arises in connection with Carriage under these Conditions of Carriage, the Tokyo District Court shall have exclusive first instance jurisdiction over such dispute to the extent not in conflict with the Convention.

### **3 CODE SHARE**

1. On some routes, Vanilla Air offers our services together with other Carriers, placing Vanilla Air's designator code on flights operated by other Carriers under codeshare agreements.

2. For a codeshare flight operated by another Carrier, Vanilla Air will advise a Passenger of the identity of the operating Carrier prior to reservation.

3. Passengers travelling on a flight operated by another Carrier may be subject to terms and conditions of the operating Carrier that differ from those of Vanilla Air, including those regarding:

- a. involuntary Change of Flight provided in paragraph B of Article 7;
- b. check-in provided in Article 9;
- c. refusal and limitation of Carriage provided in paragraphs A and C of Article 10;

- d. restriction of acceptance as Baggage, free Baggage allowance and excess Baggage Charge and acceptance of animals provided in Article 11; and
- e. cancellations provided in sub-paragraph 2 of paragraph B of Article 12.

#### **4 TICKETS**

##### **A. General**

1. Vanilla Air will not issue or exchange/reissue a Ticket unless the Passenger pays the fare, charges, taxes or service fees, or complies with credit arrangements approved by Vanilla Air.

2. Vanilla Air will collect, pursuant to Vanilla Air's Regulations, change charges on each change of a Ticket issued to a Passenger. The service charges are non-refundable. However, the Passenger cannot change flight in case he/she purchases Tickets and Vanilla Air's Regulations applicable to such Tickets restricts change of flight.

3. A Passenger must present his/her Authentication Code or Itinerary/Receipt of the scheduled boarding flight for said passenger duly issued in accordance with Vanilla Air's Regulations and his/her identification, or otherwise some form of evidence of identification designated by Vanilla Air, when he/she takes Carriage. Moreover, at the boarding gate, the Passenger must present his/her boarding pass designated by Vanilla Air. If the Passenger fail to comply with these requirements, Vanilla Air may refuse Carriage of such Passenger. A Passenger shall not be entitled to be carried if the Ticket presented by the Passenger falls within the scope of sub-paragraph 6 of paragraph A of Article 10.

4. A Ticket shall not be transferable. Vanilla Air shall not be liable to any person entitled to be carried or to receive a refund, for honouring or refunding a Ticket presented by any person other than the person so entitled. If a Ticket is in fact used by any person other than the person who is entitled to be carried, with or without such person's knowledge and consent, Vanilla Air shall not be liable for death of or injury to such unauthorised person or for loss, destruction or delay in arrival of, or damage to, such unauthorised person's Baggage or other personal property arising from or in connection with such unauthorised use.

##### **B. Validity of Ticket**

1. The flight on which a seat is reserved and the date of issue shall be indicated or recorded on the Ticket. Each Electronic Flight Coupon shall be valid for Carriage on the flight on which a seat is reserved.

2. Unless otherwise provided in Vanilla Air's Regulations, a Ticket shall only be valid for the flight on which a seat is reserved as indicated or recorded on the Ticket.

#### C. Valid Flight

1. If a Passenger is prevented from travelling on the flight on which a seat is reserved, because Vanilla Air:

- a. cancels the flight on which the Passenger holds a reservation;
- b. fails to operate a flight normally according to the schedule, beyond reasonable level, with no justifiable reason;
- c. omits a scheduled stop, such as the Passenger's place of departure, Destination or Stopover point; or
- d. is unable to provide a seat previously reserved by the Passenger

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

2. If a Passenger, after commencing his/her travel, is prevented from travelling on the flight on which a seat is reserved by reason of his/her illness (but not pregnancy), Vanilla Air may, unless otherwise provided in Vanilla Air's Regulations, treat such Ticket as valid for any of the following flights; provided, however, that such treatment shall not be prohibited by Vanilla Air's Regulations applicable to the fare paid by the Passenger:

- a. Vanilla Air's first flight to the same Destination on which a seat is available on and after the date on which the Passenger becomes fit to recommence his/her travel according to a valid medical certificate, or
- b. any of Vanilla Air flights to the same Destination to be operated within 7 Days of the date of said first flight.

## **5 STOPOVERS**

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

## **6 FARES AND ROUTINGS**

### A. General

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

#### B. Fares

1. Fares as used herein mean the fares which shall be published by Vanilla Air or, if not so published, constructed in accordance with Vanilla Air's Regulations, which shall, unless otherwise provided in Applicable Laws, etc., be in effect as of the date of issue of a Ticket.

2. Unless otherwise provided in these Conditions of Carriage or Vanilla Air's Regulations, fares entitle a Passenger to occupy one seat. Unless otherwise provided in other provisions of these Conditions of Carriage or Vanilla Air's Regulations or specifically approved by Vanilla Air, a Passenger shall be entitled to occupy only one seat on board.

#### C. Routings

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

#### D. Taxes and Charges

Any tax or charge imposed by a government or other public authority or by an operator of an airport in respect to a Passenger or his/her use of any services or facilities shall be in addition to the published fares and charges and be payable separately by the Passenger; provided, however, that fares and charges on Domestic Carriage shall include an amount equal to consumption taxes (including local consumption taxes).

#### E. Currency

Unless otherwise provided by Vanilla Air's Regulations, Fares and charges shall be paid in a currency to be specified by Vanilla Air. Payment shall be made at the rate of exchange set in accordance with Vanilla Air's Regulations.

#### F. Carriage of Infants

Upon receipt of charge defined in Vanilla Air's Regulations and fee chart, Vanilla Air shall accept Carriage of one Infant that does not use a seat who is accompanied by a Passenger aged 12 (in the western way of counting) or over.

#### G. Unauthorized Boarding

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

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

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

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

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

#### B. Involuntary Change of Flight

1. Unless otherwise provided in sub-paragraph 2 of paragraph B of Article 12, in the event that Vanilla Air cancels a flight, fails to operate a flight according to the schedule beyond reasonable level with no justifiable reason, fails to stop at a Passenger's Destination or Stopover point, or is unable to provide a Passenger with his/her reserved seat, Vanilla Air shall, at Passenger's option, take either of the following measures:

a. to carry the Passenger on any other flight of Vanilla Air on which a seat is available;

or

b. to provide an involuntary refund in accordance with paragraph C of Article 13.

2. In the event that a Passenger misses an onward connecting flight of Vanilla Air on which the Passenger holds a reservation because a Carrier carrying such Passenger fails to operate its flight according to the schedule or changes the schedule of such flight, Vanilla Air shall not be liable for such missed connection.

#### C. Change of Flight for Reasons Not for Benefit of Vanilla Air and Passenger

1. For reasons prescribed in items a through d of sub-paragraphs 2 of paragraph B of Article 12, in the event that Vanilla Air cancels a flight, fails to operate a flight according to the schedule with no justifiable reason, fails to stop at a Passenger's Destination or Stopover point, is unable to provide a Passenger with his/her reserved seat, Vanilla Air shall, at its option, take either of the following measures:

a. to carry the Passenger on any other flight of Vanilla Air on which a seat is available;

or

b. to provide an involuntary refund in accordance with paragraph D of Article 13.

2. If the number of Passengers (only those who have presented his/her Ticket or the like, with confirmed reservation, for check-in at a Vanilla Air's airport office by the time stipulated by Vanilla Air) with valid seat reservations on a flight exceeds the number of available seats on the flight and therefore seats are not available to some passengers, Vanilla Air shall call for volunteers prepared to surrender their confirmed reservations. In such cases, Vanilla Air shall make a certain amount of payment stipulated by Vanilla Air to those volunteers who surrendered their confirmed reservations as a cooperation reward, in addition to any arrangements set forth in paragraph B) of this Article.

## **8 RESERVATIONS**

### A. General

1. A reservation shall be confirmed when recorded in Vanilla Air's reservation system as accepted.

2. Name changes are not permitted once the reservation has been confirmed in Vanilla Air's reservation system.

3. Under Vanilla Air's Regulations, conditions applicable to certain fares may limit or prohibit change or cancellation of reservations.

#### B. Ticketing Time Limits

Unless otherwise provided, Passenger shall pay all amount of fare at the time reservation becomes effective. If a Ticket is not issued for a Passenger prior to the ticketing time limit specified by Vanilla Air, Vanilla Air may cancel his/her reservation.

#### C. Seat Assignment

A Passenger may assign a specific seat in a cabin beforehand. Upon assignment of the specific seat in the cabin, Vanilla Air shall charge the fees prescribed in Vanilla Air's Regulations therefor. Notwithstanding thereof, without prior notice, Vanilla Air may change such seat assignment due to inevitable reasons, such as but not limited to, change of an aircraft or security reason(s). In such case, Vanilla Air shall reimburse seat assignment charge paid by a Passenger.

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

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

#### E. Cancellation of Reservations Made by Vanilla Air

1. Vanilla Air may, at its own discretion, cancel all or a portion of the Passenger's reservation if two or more flights are reserved for the same Passenger and if:

- a. same sectors on the same day are reserved;
- b. same sectors on the days of travel close to each other are reserved;
- c. different sectors on the same day are reserved; or
- d. Vanilla Air reasonably considers that the Passenger cannot use all of reserved seats.

2. If a Passenger fails to board his/her reserved flight without prior notice thereof to Vanilla Air, Vanilla Air may cancel, or request any other Carrier to cancel, his/her onward reservations thereafter. Further, if a Passenger fails to board his/her reserved flight of other Carrier without prior notice thereof to such Carrier, Vanilla Air may, upon the Carrier's request, cancel his/her onward reservations thereafter.

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

#### F. Reconfirmation of Reservations of Other Carriers

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

#### G. Communications Charges

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

#### H. Personal Data

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

#### I. Communication Failure, etc.

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

## **9 CHECK-IN**

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

## **10 REFUSAL AND LIMITATION OF CARRIAGE**

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

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

1. such action is necessary for a reason of flight safety;
2. such action is necessary in order for Vanilla Air to comply with Applicable Laws, etc. of any countries concerned such as those to be flown from, into or through which the Passenger transits;
3. the Passenger falls under any of the following cases:
  - a. the Passenger falls under item b of sub-paragraph 1 of paragraph B of Article 16;
  - b. the Passenger may unlawfully attempt to enter a country through which he/she is in transit by means of destroying his/her documentation required for exit, entry or other purposes; or
  - c. the Passenger refuses to accept Vanilla Air's request for reason of protecting against an unlawful entry to a country that he/she surrenders to a crew member his/her documentation required for exit, entry or other purposes to be held by a crew member in exchange for Vanilla Air's receipt for such documentation.
4. the Passenger falls under sub-paragraph 4 or 5 of paragraph B of Article 11;
5. the Passenger or his/her conduct, age or mental or physical condition:
  - a. requires special assistance of Vanilla Air,
  - b. may cause discomfort or makes himself/ herself objectionable to other Passengers,
  - c. may cause harm to himself/herself or to other persons or an aircraft or any property;

- d. obstructs any member of Vanilla Air in performing his/her duties or fails to comply with any instruction of any such member,
  - e. uses portable telephones, portable radios, electronic games or other electronic devices in aircraft cabin without Vanilla Air's permission, or
  - f. smokes in aircraft cabin;
6. the Ticket presented by the Passenger is:
- a. acquired unlawfully or purchased from an entity other than the issuing Carrier or its Authorised Agent, or
  - b. a counterfeit Ticket;
7. the person presenting a Ticket cannot prove that he/she is the person named or recorded on the Ticket;
8. the Passenger fails to pay any applicable fares, charges or taxes or may fail to perform a credit arrangement agreed upon between Vanilla Air and the Passenger (or the person paying for the Ticket); or
9. a Child or Infant is unaccompanied by a Passenger aged 12 (in the western style of counting) or over.

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

#### B. Conditional Acceptance for Carriage

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

#### C. Limitation on Carriage

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

3. To ensure assistance in emergency evacuation, Vanilla Air may prevent a Passenger from taking an exit row seat of the aircraft and change his/her seat to another seat (upon which change, if the exit row seat is a special seat, the Vanilla Air shall refund the special fare applied to the seat by Vanilla Air and shall collect no cancellation charge), if Vanilla Air determines at its reasonable discretion that the passenger falls under any of the following subparagraphs:

(1) the Passenger is under the age of 15 (in the western style of counting).

(2) the Passenger has any difficulty in assisting in emergency evacuation, or may cause any harm to his/her health if he/she assists in emergency evacuation due to his/her physical condition, health or for other reasons.

(3) the Passenger cannot understand evacuation procedures and instruction of Vanilla Air's member.

(4) the Passenger does not consent to providing assistance in emergency evacuation.

## **11 BAGGAGE**

### **A. Restriction of Acceptance as Baggage**

1. Vanilla Air will refuse to accept as Baggage:

a. items that do not constitute Baggage as defined in Article 1;

b. items that may endanger an aircraft or any person or property during International Carriage, such as those which are specified in the Dangerous Goods Regulations of the International Civil Aviation Organization (ICAO) and the International Air Transport Association (IATA) and in Vanilla Air's Regulations;

c. items Carriage of which is prohibited by Applicable Laws, etc. of any state or country to be flown from, into or through, through which the Passenger transits;

d. items that Vanilla Air deems unsuitable for Carriage by reason of their weight, size, shape or character such as being fragile or perishable;

e. live animals; provided, however, that Vanilla Air may accept, free of charge, Carriage of a dog (i.e. guide dog, service dog or hearing-assistance dog; collectively called "Assistance Dog") that accompanies a Passenger with a physical disability to assist such passenger together with its cage and food within a Baggage allowance pursuant to Vanilla Air's Regulations. In this case, Vanilla Air shall not be liable for death of, or injury or illness suffered by such Assistance Dog that results from its inherent defect; or

f. firearms, swords and other similar items, except as otherwise provided in Vanilla Air's Regulations.

2. Vanilla Air may refuse Carriage of, and take any necessary step with respect to, items whose Carriage is prohibited by the preceding sub-paragraph 1 and may refuse onward Carriage of any such item upon discovery thereof.

3. Vanilla Air shall refuse to accept fragile or perishable items, money, jewellery, precious metals, keys, negotiable papers, securities or other valuables, business documents, passports or other identification documents necessary for travel or samples as Checked Baggage.

4. Vanilla Air may refuse to carry Baggage as Checked Baggage in case it is not properly packed in a suitcase or other suitable container to ensure safe Carriage with ordinary care in handling.

5. Vanilla Air may accept to carry fragile baggage such as a musical instrument and sports equipment as Checked Baggage so long as it is properly packed in a suitcase or other suitable container to ensure safe Carriage with ordinary care in handling; provided, however, that Vanilla Air shall not be liable for any damage other than those caused due to negligence on the part of Vanilla Air.

6. If any item referred to in sub-paragraph 1 of this paragraph is carried, whether or not Carriage of such item as Baggage is prohibited, such Carriage shall be subject to the charges, limitations of liability and any other provision of these Conditions of Carriage applicable to Carriage of Baggage.

## B. Security Inspection

1. A Passenger shall submit to any security check required by government or airport officials or by Vanilla Air, unless it is specifically deemed unnecessary by government or airport officials or by Vanilla Air.

2. Vanilla Air will inspect the contents of Passenger's Baggage by opening his/her Baggage and/or by using some device in the presence of the Passenger concerned or a third person, for the purpose of security (including but not limited to the prevention of unlawful acts of seizure, exercise of control or destruction of aircraft) and/or for any other reason. Notwithstanding the foregoing, Vanilla Air may inspect the Passenger's Baggage in his/her or a third person's absence to see whether he/she is in possession of, or his/her Baggage contains, any prohibited item referred to in sub-paragraph 1 of paragraph A of this Article. Vanilla Air will have no liability for any damage of the Baggage (including a key of the Baggage), which is caused by inspection done by opening of his/her Baggage or other measures.

3. Vanilla Air will search Passenger's articles by touching the Passenger through his/her clothes and personal fittings including wigs or by using such instruments as a

metal detector, for the purpose of security (including but not limited to the prevention of unlawful acts of seizure, exercise of control or destruction of aircraft) and/or for any other reason.

4. When a Passenger does not agree with Vanilla Air's inspection as specified in sub-paragraph 2 of this paragraph, Vanilla Air will refuse to carry such a Passenger's Baggage.

5. When a Passenger does not agree with Vanilla Air's search as specified in sub-paragraph 3 of this paragraph, Vanilla Air will refuse to carry such a Passenger.

6. When such prohibited items as specified in sub-paragraph 1 of paragraph A of this Article have been found as a result of such inspection or search as specified in sub-paragraph 2 or 3 of this paragraph, Vanilla Air may refuse to carry such Baggage, or may dispose of such Baggage.

#### C. Checked Baggage

1. Vanilla Air shall not, in principle, accept Carriage of Checked Baggage; provided, however, that in the case where a Passenger pays a Fare Including Ancillary Services for Carriage or pays a Baggage Charge prescribed in Vanilla Air's Regulations, or otherwise where specifically provided herein, Vanilla Air shall accept Carriage of Checked Baggage of such Passenger pursuant to Vanilla Air's Regulations, sub-paragraphs 2 through 6 of this paragraph and paragraphs E through J of this Article. Notwithstanding thereof, except for the case provided in E) 2 of this Article, a Passenger cannot assign the right of Carriage of Checked Baggage to any other third parties.

2. Nothing contained in these Conditions of Carriage shall entitle a Passenger to have his/her Baggage checked on a flight for a sector for which a Carrier does not accept checking of Baggage.

3. Unless otherwise provided in Vanilla Air's Regulations or Applicable Laws, etc., Vanilla Air will, upon presentation by a Passenger of a valid Ticket covering Carriage on the lines of Vanilla Air, or on the lines of Vanilla Air and one or more other Carriers, accept as Checked Baggage the Baggage that is tendered by the Passenger at the office designated, and by the time prescribed, by Vanilla Air in respect of Carriage on the lines designated on the Ticket; provided, however, that Vanilla Air shall not accept as Checked Baggage the Baggage tendered for Carriage:

- a. beyond the Destination designated, or on any routing not designated, on the Ticket;
- b. beyond a Stopover point, or beyond a point at which the Passenger transfers to a connecting flight departing from a different airport from that at which the Passenger is

scheduled to arrive under the Ticket, unless otherwise provided for in Vanilla Air's Regulations;

c. beyond a point of transfer of the Baggage to any other Carrier with which Vanilla Air has no interline Baggage agreement or which has different conditions of Carriage of Baggage from Vanilla Air's;

d. for a sector for which the Passenger holds no reservation;

e. beyond a point at which the Passenger desires to resume possession of such Baggage or any portion thereof; or

f. for a sector for which the Passenger fails to pay all applicable charges.

4. Upon delivery to Vanilla Air of Baggage to be checked, Vanilla Air shall issue a Baggage Identification Tag for each piece of the Checked Baggage.

5. If Checked Baggage of a Passenger has no name, initial or other personal identification, the Passenger shall affix such identification to the Baggage prior to Vanilla Air's acceptance of the Checked Baggage.

6. Vanilla Air shall, to the reasonable extent possible, carry Checked Baggage of a Passenger coincidentally with the Passenger on the aircraft which the Passenger boards; provided, however, that if Vanilla Air deems it difficult or impracticable, Vanilla Air may carry the Checked Baggage on any other flight in which such Baggage can be loaded within the maximum weight allowance or by any other transportation service.

#### D. Unchecked Baggage

1. Except articles specifically permitted by Vanilla Air to be carried into the cabin, Baggage that a Passenger may carry into the cabin shall be, besides one piece of a Passenger's personal belongings that the Passenger carries and retains as permitted by Vanilla Air's Regulations, such as a handbag or PC bag, one piece of article provided in Vanilla Air's Regulations that can be stowed in an enclosed storage compartment in the cabin or under the seat in front of the Passenger, the sum of the three dimensions of which shall not exceed 115 centimetres (45 inches,) and each dimension shall be 55 centimetres x 40 centimetres x 25 centimetres at the maximum; provided, however, that the total weight of such articles shall not exceed 7 kilograms (15.4 pounds). A Passenger shall not carry into the cabin any Baggage that Vanilla Air deems cannot be stowed in safety in the cabin.

2. Vanilla Air may accept carriage of Baggage, which is not suitable for carriage in a cargo room, such as fragile musical instruments, in a cabin, only if a Passenger make prior request to Vanilla Air, and Vanilla Air accept such request. In such case, Vanilla Air will charge fee pursuant to Vanilla Air's Regulations.

#### E. Checked Baggage Allowance

1. The total Baggage allowance of Checked Baggage of each Passenger shall be as follows:

A Passenger who pays a Fare Including Ancillary Services for Carriage or pays a Baggage Charge prescribed in Vanilla Air's Regulations shall receive a Checked Baggage allowance of one piece of Baggage, the weight of which shall not exceed 32 kilograms (70 pounds); provided, however, that the sum of the three dimensions of the piece shall not exceed 203 centimetres (80 inches) and each length of the dimension shall not exceed 120 centimetres (48 inches). However, if a Passenger wishes carriage of Baggage which exceed rules defined in this Article, G) of this Article shall be applied.

2. In the event that two or more Passengers travelling on the same flight check their Baggage at the same time to be carried by Vanilla Air to the same place, Vanilla Air may, notwithstanding sub-paragraph 1 of this paragraph E and upon those Passengers' request, provide them collectively with a Baggage allowance equal to the aggregated individual Baggage allowance in respect of the number and weight of such pieces.

3. A fully collapsible stroller/pushchair, carrying basket and/or a car seat for Infants or Child Passenger's own use as well as a wheelchair and other similar assistive devices for disabled passenger's own use are accepted for free and are not included in the Baggage allowance.

#### F. Special Baggage Allowance

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

#### G. Excess Checked Baggage

1. Baggage in excess of the Baggage allowance set forth in sub-paragraph 1 of paragraph E of this Article shall be subject to the applicable excess Baggage charge provided in Vanilla Air's Regulations.

2. Unless otherwise agreed in advance with a Passenger, Vanilla Air may carry the Passenger's Baggage which is in excess of the applicable Baggage allowance on any other flight or by any other transportation service.

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

1. In the case of International Carriage, a Passenger may declare a value of Baggage in excess of the liability limitation of Vanilla Air pursuant to sub-paragraph 4 of paragraph B of Article 18. In the event that such declaration is made, Carriage of the Baggage to be performed by Vanilla Air shall be subject to a charge at the rate of U.S.\$0.50 for each U.S.\$100 or any fraction thereof as excess value charges with respect to such excess value; provided, however, that the value of Baggage to be declared by one Passenger shall not exceed U.S.\$2,500.

2. Unless otherwise provided in Vanilla Air's Regulations, a Passenger carrying his/her Baggage on an international flight may pay excess value charges at the place of departure for a travel to the Destination; provided, however, that, if a portion of the Carriage is performed by any other Carrier that applies different excess value charges from Vanilla Air, Vanilla Air may refuse to accept the declaration in the preceding sub-paragraph with respect to such portion.

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

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

#### J. Collection and Delivery of Baggage

1. A Passenger shall claim and receive his/her Baggage as soon as it becomes ready to be collected at the Destination or Stopover point. Vanilla Air shall have the right to seek a Passenger for baggage keeping charge if the Passenger does not retrieve his/her baggage as soon as such baggage can be picked up, then Vanilla Air keeps such baggage at the facility of Vanilla Air.

2. The bearer of the Baggage Identification Tag(s) issued to a Passenger when his/her Baggage is checked shall be exclusively entitled to accept delivery of such Baggage; provided, however, that a person who claims Baggage but fails to present a Baggage Identification Tag(s) may accept delivery of the Baggage if the Baggage is identified by other means. Vanilla Air shall not be obligated to ascertain that the bearer of a Baggage Identification Tag(s) is truly entitled to accept delivery of the Baggage. Vanilla Air shall

not be liable for any damage arising out of or in connection with its failure to so ascertain.

3. If a person claiming Baggage is unable to receive Baggage pursuant to the preceding sub-paragraph 2, Vanilla Air will deliver the Baggage to such person only if he/she establishes to Vanilla Air's satisfaction that he/she is duly entitled to receive the Baggage and if such person shall, upon Vanilla Air's request, provide Vanilla Air with adequate security to indemnify Vanilla Air from any loss and damage to be incurred by Vanilla Air in connection with such delivery.

4. Vanilla Air may, unless precluded by Applicable Laws, etc. and if time and other circumstances permit, deliver Checked Baggage to the bearer of a Baggage Identification Tag(s) at the place of departure or unscheduled stopping place if he/she requests such delivery. In delivering Baggage at the place of departure or unscheduled stopping place, Vanilla Air will not refund any charges paid for such Baggage.

5. Acceptance by a Passenger of delivery of Checked Baggage or the Passenger's other belongings that Vanilla Air takes custody of without his/her written complaint at the time of the delivery shall constitute prima facie evidence that such Baggage and other articles have been delivered in good condition and in accordance with the contract of Carriage.

6. If any Baggage is not accepted by Passenger within 7 days of arrival, Vanilla Air may dispose of such Baggage at its discretion. In this case, a Passenger who owns such Baggage shall bear any damages and expenses incurred in connection therewith.

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

### **A. Schedules**

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

### **B. Cancellations**

1. Vanilla Air may, without prior notice, substitute any other Carrier or change an aircraft with respect to Carriage assumed by Vanilla Air.

2. Vanilla Air may, without prior notice, cancel, terminate, divert, postpone or delay any flight or the right to, or any reservation with respect to, any further Carriage thereafter or determine if any take-off or landing should be made, without any liability except to refund, in accordance with these Conditions of Carriage and Vanilla Air's Regulations, the fares and charges for any portion of the Ticket unused for any of the following reasons:

a. because of any fact beyond Vanilla Air's control (including, but not limited to, force majeure such as meteorological conditions, acts of God, strikes, riots, civil commotions, embargoes, wars, hostilities, disturbances and unstable international relations) whether actual, threatened or reported, or because of any delay, demand, condition, circumstances or requirement directly or indirectly relating to such fact;

b. because of any fact not to be foreseen, anticipated or predicted by Vanilla Air;

c. because of any Applicable Laws, etc.; or

d. because of shortage of labour, fuel or facilities or labour problems of Vanilla Air or others.

3. If a Passenger refuses, notwithstanding Vanilla Air's request, to pay all or a portion of the fares demanded by Vanilla Air or the charges demanded or assessed by Vanilla Air with respect to his/her Baggage, Vanilla Air shall cancel the Carriage, or the right to any further Carriage thereafter, of the Passenger and/or his/her Baggage, without being subject to any liability therefor except to refund, in accordance with these Conditions of Carriage and Vanilla Air's Regulations, any unused portion of the Ticket, if any, for which the Passenger fully paid the applicable fares and charges.

## **13 REFUNDS**

### **A. General**

1. In the event that a Passenger fails to use his/her Ticket or a portion thereof for a reason provided in paragraph C (involuntary refunds) or D (refunds due to force majeure, etc.) of this Article, Vanilla Air shall make a refund in originally paid currency for such unused Ticket or portion in accordance with this Article and Vanilla Air's Regulations.

2. In the event that a Passenger fails to use his/her Ticket or a portion thereof for any reason other than that provided in paragraph C (involuntary refunds) or D (refunds due to force majeure, etc.) including, but not limited to, a voluntary refund made by a Passenger, Vanilla Air shall not refund to the Passenger any fare, and charges received from the Passenger for such unused Ticket or portion thereof; provided, however, that

Vanilla Air shall make a refund, by currency the Passenger used for payment of such Ticket, pursuant to paragraph E of this Article where a Passenger purchased a Ticket for a Fare Including Ancillary Services or in case applicable laws define obligation of Vanilla Air for refund in such laws.

#### B. Person Entitled to Refund

1. When Vanilla Air makes refund pursuant to this Conditions of Carriage and/or Vanilla Air's Regulations, unless otherwise provided in Vanilla Air's Regulations, Vanilla Air shall make a refund to the person named or recorded on a Ticket as a revenue Passenger or, to the person who purchased the Ticket upon presentation to Vanilla Air of satisfactory evidence to prove that he/she is entitled to such refund.

#### C. Involuntary Refunds

1. The term "Involuntary Refund" means any refund made when a Passenger is prevented from using the Carriage provided for in his/her Ticket because Vanilla Air cancels a flight, fails to operate a flight according to the schedule, beyond reasonable level, with no justifiable reason, fails to stop at a Passenger's Destination or Stopover point, fails to provide a Passenger with his/her reserved seat, or refuses to carry or removes a Passenger pursuant to any of sub-paragraphs 1, 2, 5 and 9 of paragraph A of Article 10, and the amount of the refund shall be:

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

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

1. In the event that Vanilla Air cancels a flight, fails to operate a flight according to the schedule with no justifiable reason, fails to stop at a Passenger's Destination or Stopover point, or is unable to provide a Passenger with his/her reserved seat for any reason provided for in items a through d of paragraph B of Article 12, Vanilla Air shall, at its option, make a refund pursuant to paragraph C of Article 7, and the amount of the refund shall be:

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

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

1. Vanilla Air shall make a refund in the currency used in payment for a Ticket as follows only where a Passenger purchased a Ticket for a Fare Including Ancillary Services:

- a. if no portion of the trip has been made, an amount equal to the fare paid, less any cancellation fees provided in Vanilla Air's Regulations; or
- b. if a portion of the trip has been made, an amount equal to the difference between the fare paid and the fare applicable to the sector for which the Ticket has been used, less any cancellation fees provided in Vanilla Air's Regulations.

2. If a refund for any portion of a Ticket shall result in such Ticket having been used for a sector where Carriage is prohibited, the refund, if any, shall be made in accordance with item b of sub-paragraph 1 of this paragraph as if such Ticket had been used beyond such sector until a point where Carriage is not prohibited.

F. Right to Refuse Refund

1. Vanilla Air may refuse to grant a refund for a Ticket in the event that: a request therefor is made pursuant to paragraph C and paragraph D of this Article more than 30 Days after the departure date indicated or recorded on the Ticket; if a Passenger does not board flight of which the Passenger made a reservation without prior notice to Vanilla Air, D) of Article 8 shall be applied.

2. Vanilla Air may refuse a to grant refund for a Ticket that a Passenger presents to Vanilla Air or to government officials of a country as evidence of his/her intention to depart therefrom, unless the Passenger establishes to Vanilla Air's satisfaction that he/she has permission to remain in the country or that he/she will depart therefrom by other Carrier or other transportation service.

3. Vanilla Air shall not grant a refund for a Ticket of a Passenger in the event that Carriage of the Passenger is refused or he/she is removed in accordance with any of sub-paragraphs 3, 4 and 6 through 8 of paragraph A of Article 10;

provided, however, that only if a Passenger pays part of fares, charges or taxes, and Carriage of the Passenger is refused or he/she is removed in accordance with sub-paragraph 8 of paragraph A of Article 10, Vanilla Air shall refund to the Passenger the money received from such Passenger.

G. In case a Passenger does not take a flight on the date recorded on a Ticket, the Passenger is entitled to receive a refund of tax or charge defined in D) of Article 6, if the Passenger notifies Vanilla Air by written request within 30 days from the date recorded on the Ticket. The Passenger shall bear refund charge upon refund.

H. Currency Used for Refund

Vanilla Air makes a refund in currency the Passenger originally used for payment of the Ticket.

#### **14 GROUND/MARINE TRANSPORTATION SERVICE**

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

#### **15 HOTEL ACCOMMODATION, ARRANGEMENTS MADE BY VANILLA AIR AND INFLIGHT MEALS**

A. Hotel Accommodation

Hotel charges shall not be included in air fares.

B. In-flight Meals

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

C. Consumption of alcohol drink

Consumption of alcohol drink purchased prior to boarding is not permitted on board.

## **16 IMMIGRATION FORMALITIES**

A. Compliance with Applicable Laws, etc.

A Passenger shall comply with and observe all Applicable Laws, etc. of countries concerned such as those to be flown from, into or through which the Passenger transits, Vanilla Air's Regulations, and instructions to be given by Vanilla Air. Vanilla Air shall be liable neither for any aid, assistance, guidance or otherwise given by an officer, employee or agent of Vanilla Air to the Passenger who is to board an international flight, whether given orally, in writing or otherwise, in connection with his/her obtaining exit, entry and other necessary documents or complying with or observing such Applicable Laws, etc. nor for the Passenger's failure to obtain such documents or to comply with or observe such Applicable Laws, etc. as a result of such aid, assistance or guidance.

B. Passports and Visas for International Carriage

1.

a. A Passenger shall present to Vanilla Air all exit, entry or other necessary documents required by Applicable Laws, etc. of countries concerned such as those to be flown from, into or through which the Passenger transits, and shall permit Vanilla Air, if Vanilla Air at its reasonable discretion deems it necessary, to make and retain copies thereof; provided, however, that even if a Passenger presents exit, entry or other necessary documents to Vanilla Air and Vanilla Air carries the Passenger, Vanilla Air shall not guarantee to the Passenger that such documents comply with Applicable Laws, etc.

b. Vanilla Air reserves the right to refuse Carriage of any Passenger who fails to comply with any of such Applicable Laws, etc. or whose exit, entry or other necessary documents are not complete in any respect.

2. Vanilla Air shall not be responsible for any loss or damage incurred by a Passenger, and the Passenger shall indemnify Vanilla Air for any loss or damage incurred by Vanilla Air, in connection with the Passenger's failure to comply with this Article.

3. A Passenger shall pay the applicable fares, fines, charges and expenses whenever Vanilla Air is required by any Applicable Laws, etc. to return the Passenger to his/her place of departure or elsewhere because the Passenger is not permitted to enter a country of transit or Destination. Vanilla Air may appropriate for the payment of such fares, charges and expenses any fares and/or charges paid by the Passenger to Vanilla Air for unused portion of the Ticket or any funds of the Passenger in the possession of Vanilla Air. Vanilla Air shall not refund the fare collected for Carriage to the point of such refusal of entry or deportation.

#### C. Customs Inspection

Whenever required, a Passenger's Baggage shall, whether checked or unchecked, be subject to any inspection to be conducted by customs or other government officials.

Vanilla Air shall not be responsible in any respect to a Passenger for his/her failure to comply with this paragraph. A Passenger shall indemnify Vanilla Air for any loss or damage incurred by Vanilla Air in connection with the Passenger's failure to comply with this paragraph.

#### D. Government Regulations

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

### **17 SUCCESSIVE CARRIERS**

1. Carriage to be performed under a Ticket and any Conjunction Ticket issued in conjunction therewith by two or more successive Carriers shall be regarded as a single operation.

2. Even if Vanilla Air is a Carrier issuing a Ticket or is designated as a Carrier for the first sector covered by a Ticket or any Conjunction Ticket involving Carriage by successive Carriers, Vanilla Air shall not be responsible for any sector operated by other Carriers, unless otherwise provided in these Conditions of Carriage.

3. Each Carrier's liability to compensate for damage arising in connection with a Passenger's travel shall be governed by such Carrier's Conditions of Carriage.

## **18 LIABILITY OF CARRIER**

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

1. Carriage performed by Vanilla Air shall be subject to the rules and limitations relating to liability established by the Convention as applicable to the Carriage unless such Carriage is International or Domestic Carriage to which the Convention does not apply.

2. To the extent not in conflict with the preceding sub-paragraph 1, any Carriage and other services to be performed or provided by Vanilla Air shall be subject to:

a. Applicable Laws, etc.; and

b. these Conditions of Carriage and Vanilla Air's Regulations, which may be inspected at any of Vanilla Air's business offices and its offices in any airport from which it operates regular services.

3. The full name of a Carrier and its abbreviation shall be as set forth in the Carrier's regulations and such name may be expressed in an abbreviated form on a Ticket. For the purpose of application of the Convention, a Carrier's address shall be the airport of departure indicated or recorded in the line of the Ticket on which the abbreviation of the Carrier's name first appears and the Agreed Stopping Places (which may be altered by the Carrier in case of necessity) shall be those places as defined in Article 1.

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

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

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

2. Vanilla Air shall not be liable for any Damage directly or indirectly arising out of its compliance with any Applicable Laws, etc., failure of a Passenger to comply with the same or any cause beyond Vanilla Air's control.

3. Where the Convention other than the Montreal Convention is applicable, the following shall apply.

a. Vanilla Air agrees in accordance with Article 22 (1) of the Convention that, as to all International Carriage performed by Vanilla Air and as defined in the Convention:

i. Vanilla Air shall not apply the applicable limit of liability to each Passenger based on Article 22 (1) of the Convention in defence of any claim arising out of death of or, wounding or other bodily injury to, a Passenger within the meaning of Article 17 of the Convention. However, except as provided in item a.ii below, Vanilla Air will not waive any defence to such claim that is available under Article 20 (1) of the Convention or any other Applicable Laws, etc.; and

ii. Vanilla Air shall not, with respect to any claim arising out of death of, or wounding or other bodily injury to, a Passenger within the meaning of Article 17 of the Convention, avail itself of any defence under Article 20 (1) of the Convention up to the sum of 113,100 SDR exclusive of the costs of the claim including attorney's fees which the court finds reasonable.

b. Nothing herein shall affect the right of Vanilla Air with regard to any claim brought by, on behalf of, or in respect of any person who has wilfully caused Damage which resulted in death of, or wounding or other bodily injury to, a Passenger.

4. In the case of International Carriage except as prescribed in the preceding subparagraph 3, the following shall apply.

a. In the case of Carriage subject to the Montreal Convention, Vanilla Air's liability for Baggage shall be limited to 1,131 SDR for each Passenger.

b. Except as provided in the preceding item, Vanilla Air's liability shall be limited to 17 SDR (250 French Gold Francs) per kilogram in the case of International Carriage of Checked Baggage and 332 SDR (5,000 French Gold Francs) for each Passenger in the case of Carriage of Unchecked Baggage.

c. The limitation referred in items a and b of this sub-paragraph shall not apply if the Passenger declares a higher value in advance and pays excess value charges pursuant to paragraph H of Article 11. In that event, Vanilla Air's liability shall be limited to such higher declared value. In no case shall Vanilla Air's liability exceed the actual amount of Damage suffered by the Passenger. All claims shall be subject to proof by the Passenger of the amount of Damage.

5. Where item b of sub-paragraph 4 applies, in the event of delivery to a Passenger of a part but not all of his/her Checked Baggage or in the event of Damage with respect to a part but not all of such Baggage, Vanilla Air's liability with respect to the undelivered or the Damage portion shall be reduced proportionately on the basis of the weight of the

Baggage, notwithstanding the value of any part of the Checked Baggage or the contents thereof.

6. Vanilla Air shall not be liable for any Damage with respect to a Passenger's Baggage caused by the contents thereof. A Passenger whose property causes Damage to another Passenger's Baggage or the property of Vanilla Air shall indemnify Vanilla Air for all loss and expenses incurred by Vanilla Air as a result thereof.

7. Vanilla Air shall not be liable for any Damage to articles that are included in a Passenger's Checked Baggage if and to the extent that the Damage resulted from an inherent defect, inadequate quality or flaw of the article, for example, any protruding parts of the Baggage or article, such as wheels, feet, straps, pull/telescoping handles, hangar hooks, loose flaps, zippers, pockets or other attached items, irrespective of Vanilla Air's knowledge thereof.

8. Vanilla Air may refuse to accept any article that does not constitute Baggage under these Conditions of Carriage; provided, however, that if the article is delivered to and received by Vanilla Air, it shall be subject to the Baggage valuation and limitation of liability set forth in these Conditions of Carriage and shall also be subject to the rates and charges published by Vanilla Air.

9. Vanilla Air shall issue a Ticket or accept Checked Baggage for a sector the Carriage for which is performed by any other Carrier only as an agent of such Carrier.

Vanilla Air shall not be liable for any Damage caused outside a sector the Carriage for which is performed by Vanilla Air. Vanilla Air shall neither be liable for any Damage caused to Checked Baggage outside a sector the Carriage for which is performed by Vanilla Air, except where the Passenger shall be entitled by the Convention to claim such Damage against Vanilla Air in case Vanilla Air is the first or the last Carrier under the relevant contract of Carriage.

10. Vanilla Air shall not be liable in any event for any consequential or special or punitive damages arising from Carriage complying with these Conditions of Carriage and Vanilla Air's Regulations, whether or not Vanilla Air had knowledge that such damages might arise.

11. Unless otherwise provided in these Conditions of Carriage, Vanilla Air reserves any and all right of defence available under the Convention. Vanilla Air also reserves a right to make a subrogation claim against a third party that has contributed to Damage, with respect to a portion or all of any payment made by Vanilla Air in connection with the Damage.

12. Any exclusion or limitation of liability of Vanilla Air under these Conditions of Carriage and Vanilla Air's Regulations shall also apply to any of Vanilla Air's officers,

employees or agents performing their respective duties and to any person or entity whose aircraft is used by Vanilla Air for Carriage and any of its officers, employees or agents performing their respective duties. The aggregate amount of the damages payable by Vanilla Air or its officers, employees, or agents shall not exceed the amount of Vanilla Air's limitation of liability under these Conditions of Carriage.

13. In the case of Domestic Carriage, the following shall apply.

a.

i. Vanilla Air shall be liable for any Damage arising in connection with the death or wounding of, or any other bodily injury suffered by, a Passenger, if the incident or accident which causes such Damage takes place on board an aircraft or in the course of embarking or disembarking an aircraft.

ii. Vanilla Air shall be liable for any Damage arising in connection with the destruction or loss of, or damage to, any Checked Baggage or any other article of a Passenger of which Vanilla Air takes custody, if the incident or accident that causes such Damage, takes place while such Checked Baggage or article is in the custody of Vanilla Air.

iii. Vanilla Air shall not be liable for such Damage as provided for in items a.i and a.ii of this sub-paragraph if it is proved that Vanilla Air and/or its Agent(s) have taken necessary measures to avoid such Damage or that Vanilla Air and/or its Agent(s) were prevented from taking such measures. The term "Agent(s)" as used in this Article means any employee, representative, agent or contractor of Vanilla Air who assists in the performance of a contract of Carriage.

iv. Vanilla Air shall be liable for Damage arising out of or in connection with the destruction or loss of, or damage to Unchecked Baggage or any other article carried or worn by a Passenger only if it is proved that such destruction, loss or damage was caused by the negligence of Vanilla Air and/or its Agent(s).

v. Vanilla Air may, without notice, change the scheduled time of, or cancel, suspend or terminate any flight; change places of departure and/or destination; make emergency landing; limit the number of Passengers on board; unload all or part of loaded Baggage; or take any other necessary measures, for any reason beyond Vanilla Air's control, such as laws or regulations, governmental requirements, security requirements (including, but not limited to, prevention of unlawful seizure, control or destruction of an aircraft), adverse weather, force majeure, labour dispute actions, riots, civil commotions and wars; and Vanilla Air shall not be liable for any Damage arising as a result of taking such measures, unless Vanilla Air is held liable for such Damage pursuant to the preceding items a.i through a.iv of this sub-paragraph.

b. Vanilla Air shall not be liable for any Damage arising in connection with destruction, loss of, or damage to any Checked Baggage or any other article of a Passenger that Vanilla Air takes custody of, if such Damage is caused solely by any inherent defect, inadequate quality or flaw in the Baggage or the article, for example any protruding parts of the Baggage or article such as wheels, feet, straps, pull/telescoping handles, hangar hooks, loose flaps, zippers, pockets or other attached items.

c. If Vanilla Air proves that any Damage has been caused by or in connection with the wilful misconduct or negligence of a Passenger, Vanilla Air shall be exempted from liability to the Passenger, in whole or in part, to the extent that such wilful misconduct or negligence has caused or contributed to the Damage.

d. If Vanilla Air incurs any Damage caused by a Passenger's wilful misconduct or negligence, or by his/her failure to observe these Conditions of Carriage or any rules or regulations stipulated thereunder, the Passenger shall indemnify Vanilla Air for such Damage.

e. Vanilla Air's liability for the Carriage of Baggage shall be limited to 150,000 yen per Passenger, provided, however, that the liability of Vanilla Air shall not, under any circumstances, exceed the actual value of the Baggage.

f. The limitation of liability provided for in item e of this sub-paragraph shall not be applicable if it is proved that the Damage has been caused by the wilful misconduct or gross negligence of Vanilla Air and/or its Agent(s); provided, however, that if such Damage is caused by wilful misconduct or gross negligence of the Agent(s), it shall also be proved that the Damage occurred while the Agent(s) was (were) performing his/her (their) duties.

g.

i. If Vanilla Air issues a Ticket or accepts Baggage for Carriage of any other Carrier, Vanilla Air shall do so only as an agent acting on behalf of such other Carrier.

ii. If the Carriage of a Passenger is performed successively by more than one Carrier, any claim for Damage arising from such Carriage may be made only against the Carrier that performed the Carriage causing the Damage. Vanilla Air shall not, under any circumstances, be liable for any Damage to a Passenger if the same has arisen from Carriage by any other Carrier.

h. If a Passenger holding a Ticket issued by Vanilla Air changes to another Carrier with the consent of Vanilla Air and boards a flight of such other Carrier with the same Ticket, the Carriage shall be subject to the conditions of carriage of such other Carrier and Vanilla Air shall bear no responsibility for such Carriage.

i. If it is proved by an Agent of Vanilla Air that he/she was performing his/her own duties when any Damage as set forth in these Conditions of Carriage occurred, such Agent may apply to such Damage any and all provisions pertaining to exclusion or limitation of liability of Vanilla Air in these Conditions of Carriage and any rules and regulations under these Conditions.

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

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

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

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

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

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

## **20 OVERRIDING LAW**

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

## **21 MODIFICATION AND WAIVER**

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

#### SUPPLYMENTARY PROVISIONS

##### 1 DATE OF EFFECTIVENESS

This Conditions of Carriage shall come into effect as of October 29, 2017.