

Shenzhen Airlines Company Limited
General Conditions of Domestic Carriage for
Passenger and Baggage
(With Effect from Jan 1st, 2017)

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Article 1 Definitions

As used in Shenzhen Airlines Co., Ltd. General Conditions of International Carriage for Passenger and Baggage (hereinafter referred to as General Conditions), unless where the context otherwise requires or where it is otherwise expressly provided, the following expressions shall have the meanings respectively assigned to them as below:

1.1 “Domestic Air Transportation” means carriage in which, according to the contract of carriage, the place of departure, the destination and agreed stopping place are situated in the People’s Republic of China (except Hong Kong SAR, Macau SAR and Taiwan China).

1.2 “Shenzhen Airlines” means Shenzhen Airlines Company Limited. (IATA code: ZH)

1.3 “Carrier” means the air carrier issuing the ticket and all air carriers that carry or undertake to carry the passenger and/or his/her Baggage thereunder.

1.4 “Carrier Regulations” means provisions, other than the General Conditions, published by carrier and in effect on the date of ticket issuance, governing

carriage of passengers and/or baggage and shall include applicable fares and tariffs in force.

1.5 “Other Carrier Regulations” means provisions, other than the General Conditions, published by other carriers and in effect on the date of ticket issuance, governing carriage of passengers and/or baggage and shall include applicable fares and tariffs in force.

1.6 “Airline Designator Code” means the two characters which are used to identify particular air carriers.

1.7 “Sales Service Agent” refers to an enterprise engaged in sales agency for civil air transportation.

1.8 “Authorized Sales Service Agent” means a sales agent authorized by carrier and to represent carrier in the sale of air transportation services.

1.9 “Ground Services Agent” refers to an enterprise engaged in ground services agency for civil air transportation.

1.10 “Authorized Ground service Agent” refers to a ground services agent authorized by the carrier to provide ground services for its flights.

1.11 “Passenger” means any person, except the

members of the crew, carried or to be carried in an aircraft with the consent of Shenzhen Airlines.

1.12 “Group Passengers” refers to passengers of a group, consisting of 10 people or more who fly on the same segment, date, and flight.

1.13 “Child” means any person who is over the age of two(2) but under the age of twelve(12) on the date of travel.

1.14 “Infant” means any person who is at least fourteen(14) days old and is under the age of two(2) on the date of travel.

1.15 “Special Passenger” means passenger who needs special assistance and attention by staff, including VIP passengers, wheelchair passengers, Pregnant woman, stretcher passengers, sick and disabled passengers, blind passengers, deaf and mute passengers.

1.16 “Reservation” means reservation made for the seat, class of travel and the weight and volume of baggage.

1.17 “Flight” means an act of flying performed by Carrier along a specific air route at a specific time

on a specific date.

1.18 “Codeshare Flights” refers to a flight operated by one carrier on which another carrier can use its airline code or likewise through an agreement, or a flight on which two or more carriers use their flight numbers respectively.

1.19 “Valid ID” means the valid documents/credentials which you are required by the competent authorities of the government to present at the time of ticket purchase and check-in and which can prove your identity. Examples include Chinese ID Card, Residence permit for Hong Kong, Macao and Taiwan residents, passport that can be used according to regulations, Military Officer Certificate, Compulsory Serviceman Certificate, Police Officer Certificate, Armed Police Certificate and Hukou Booklet (Household Registration Booklet) for minors under sixteen (16) years old.

1.20 “Ticket” means either the Electronic Ticket or the transportation document which is entitled “Passenger Ticket and Baggage Check”, in each case issued by carrier or Authorized Sales Service Agent on

carrier behalf, and which includes the conditions of contract, notices and coupons.

1.21 “Electronic Ticket” is the electronic form of paper ticket. It is a substitute to the traditional paper ticket and achieved ticket paper-free storage. Booking, ticket issuance, check-in, boarding, financial settlement can all be processed in electronic form.

1.22 “ Itinerary/Receipt of E-Ticket for Air Transportation” is the document records itinerary and fares of the electronic ticket, which is supervised by State Administration of Taxation, jointly dispatched to approve by Civil Aviation Administration of China(CAAC). It is the receipt for reimbursement other than to pass airport security check and boarding the aircraft.

1.23 “Connection Ticket” means a Ticket on the services of two or more flights.

1.24 “Round-Trip Ticket” means a ticket with which the passenger departs from one place for another and then returns back to the point of origin.

1.25 “Scheduled Ticket” means a ticket on which

flight number and date are specified and a reservation is held.

1.26 “Open Ticket” means a ticket on which flight number and date are not specified or a reservation is not held.

1.27 “Ticket Coupon” means both a paper flight Coupon and an electronic coupon, each of which entitle the named passenger to travel on the particular flight identified on the coupon.

1.28 “Electronic Coupon” means an electronic flight coupon or other valued document held in ZH computer database.

1.29 “Flight Coupon” means that portion of the ticket which is issued by Shenzhen Airlines or by its Authorized Sales Service Agent on behalf, bears the notation “Good for Passage”, or in the case of an electronic ticket, the Electronic Coupon, and indicates the particular places between which passenger is entitled to be carried.

1.30 “Tariff” means the fares, charges and/or related conditions of use published by an airline, subject to the approval from appropriate authorities

where required.

1.31 “Normal Fare” means the highest fare established for First Class, Business Class and Economy Class that is applicable within a given period, including Child’ s fare which is established as 50% of the fare mentioned above and Infant’ s fare which is established as 10% of the fare mentioned above.

1.32 “Sub Class Fare” means the fare for other classes other than Normal Fare (F/C/Y) .

1.33 “Special Fare” means the fare other than a Normal Fare and subject to service limitations.

1.34 “Stopping places” means those places, except the place of departure and the place of destination, set out in the ticket or shown in timetables as scheduled stopping places on passenger’ s route.

1.35 “Stopover” means a stop on the passenger’ s journey at a point between the place of departure and the place of destination for over 24 hours, which is at the passenger’ s discretion and subject to carrier’ s prior consent.

1.36 “ Force Majeure ” means an unusual and unforeseeable circumstance beyond control, the

consequences of which could not have been avoided even if all due care had been exercised.

1.37 “Check-in Deadline” means the latest time specified by each airport by which passenger must have completed check-in formalities and received boarding pass prior to boarding the aircraft.

1.38 “ Ticket Endorsement” is the written authorization of one carrier transfer its ticket to another carrier.

1.39 “Change of Ticket” means changes made by the carrier to the passenger’ s unused ticket on flight, departure time and class, due to voluntarily or un-voluntarily reason from the passenger.

1.40 “Free Carriage” means Shenzhen Airlines carries certain passengers and baggage by aircraft and free of charge within China, including but not limited to free carriage provided by Shenzhen Airlines for benefits, marketing, private or business travel for employees, and frequent flyer rewards.

1.41 “No-show” means passenger fails to finish check-in procedure because either not at the prescribed time or did not comply with the travel documents

requirement.

1.42 “Miss a Flight” means passenger fails to take designated flight after completing check-in procedures.

1.43 “Take a Wrong Flight” means passenger make it onboard a flight that is not specified on his/her ticket.

1.44 “Overbooking” means a condition which exists when more seats have been booked on a flight than seats available for sale.

1.45 “Baggage” means the necessary, and an appropriate quantity of, personal articles that the passenger wears and uses for convenience and comfort during the travel. Unless otherwise specified, it consists of both the checked Baggage and unchecked baggage of the passenger.

1.46 “Checked Baggage” means the baggage which you hand over to Shenzhen Airlines for carriage and for which Shenzhen Airlines issues the Baggage Identification Tag.

1.47 “Unchecked Baggage” means any of passenger’s baggage, other than Checked Baggage, which are to be

taken care of by passenger as agreed by carrier, including carry-on baggage and baggage that occupies an extra seat.

1.48 “Carry-on Baggage” refers to belongings which are approved by carrier and carried and taken care of by the passenger, of which the type, quantity, weight and size have been regulated.

1.49 “Baggage Identification Tag” means a document issued for identification of checked baggage and a voucher to collect the checked baggage by passenger.

1.50 “Excess Baggage Ticket” means a credential issued by carrier for charging excess baggage fees.

1.51 “Declared Value” means the value declared for checked baggage which exceeds the limit of carrier’s compensation.

1.52 “Departure Time” means the time after passengers have boarded on the aircraft and all cabin doors have been closed.

1.53 “Damage” means loss arising out of or in connection with carriage or other services incidental thereto performed by carrier, including death, wounding, delay, loss, partial loss or other damage.

1.54 “Day” means calendar days, it is counted 7 days a week. Provided that, for the purpose of notification, the day upon which notice is dispatched shall not be counted; and provided further that for purpose of determining duration of validity of a Ticket, the day upon which the Ticket is issued, or the day upon which the flight commenced, shall not be counted.

Article 2 Scope of Application

2.1 Except for those specified in Article 2.2.2, 2.2.3, 2.2.4 and 2.2.5, these conditions apply to all international carriage by air of passengers and baggage performed by Shenzhen Airlines for reward.

2.2 Unless otherwise provided for in the conditions of use of special fares, contracts and travel documents related to free ticket and discounted fare ticket, these conditions of carriage also apply to carriage on free tickets and discounted fare tickets. Where discrepancies exist between the conditions of use of special fares, contracts and travel documents related to free ticket and discounted fare ticket and special fare ticket and these conditions of carriage, the

conditions of carriage, contracts and travel documents related to free ticket and discounted fare ticket shall prevail.

2.3 Charter operations

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

2.4 Code share

On some flights Shenzhen Airlines has arrangements with other carriers known as “Code Share”. This means that, even if passenger has a reservation with Shenzhen Airlines and hold a ticket where Shenzhen Airlines name or Airline Designator Code (ZH) is indicated as the carrier, another carrier may operate the civil aircraft on which he/she travels. In such circumstances, Shenzhen Airlines will advise passenger of the carrier operating the civil aircraft at the time when making a reservation.

2.5 Priority of law

To the extent that any provision contained or referred to herein is contrary to anything contained

in any applicable national laws and administrative regulations, such provision shall not apply. The invalidity of any provision shall not affect the validity of any other provision of these Conditions.

2.6 Except as provided herein, in the event of inconsistency between these Conditions and Shenzhen Airlines regulations, these Conditions shall prevail.

Article 3 Ticket

3.1 General principles

3.1.1 Shenzhen Airlines will provide carriage only to the passenger who provides a valid electronic ticket that has been duly issued with his/her name indicated on it and valid ID at the same time.

3.1.2 A Ticket is not transferable.

3.1.3 Except in the case of an electronic ticket, passengers shall not be entitled to be carried on a flight unless a valid ticket is presented containing the flight coupon for that flight and all other unused flight coupons and the passenger coupon. In addition, passenger shall not be entitled to be carried if the ticket presented is mutilated or if it has been altered

other than by Shenzhen Airlines or its authorized sales service agents. In the case of an electronic ticket, passenger shall not be entitled to be carried on a flight unless providing a valid electronic ticket that has been duly issued with his/her name indicated on it and valid travel document used at the time of ticket purchase. If a ticket is presented by someone other than the person to whom it was issued for carriage or for a refund, Shenzhen Airlines shall not be liable to the original ticket holder if in good faith it provides carriage or makes a refund to the person presenting the ticket.

3.2 Period of validity

3.2.1 A Ticket shall be valid for a one-year period, except for special fare tickets, from the commencement date of the first carriage, or from the issuance date of the ticket if the ticket has not been used. A ticket issued at special fare is valid for carriage only for the period subject to the conditions prescribed in Shenzhen Airlines regulations.

3.2.2 Unless otherwise prescribed, The validity period of ticket begins from 00:00 (included) of the

next day of commencement of travel or the next date of issuing the ticket to 00:00 (included) on the day of the next date of validity expiration.

3.3 Extension of validity

3.3.1 If a passenger is prevented from traveling within the period of validity of the ticket because Shenzhen Airlines, the validity of such passenger's ticket will be extended until Shenzhen Airlines first flight on which space is available in the class of service for which the fare has been paid.

a) cancels the flight on which the passenger holds a reservation; or

b) omits a scheduled stop, being the passenger's place of departure, place of destination or a stopover; or

c) fails to operate a flight reasonably according to schedule; or

d) causes the passenger to miss a connection flight which the passenger holds a reservation; or (Only for passengers who purchased successive flight tickets at Shenzhen Airlines);

e) substitutes a different class of service; or

f) is unable to provide previously confirmed space.

3.3.2 If a passenger holds a ticket of ordinary fare or a special fare ticket with same validity and are unable to travel within the validity period the ticket because Shenzhen Airlines cannot provide a seat in the class of service passenger have paid for, the validity period of passenger' s ticket can be extended to the first subsequent flight on which a seat in the class of service paid for is available.

3.3.3 If, after having commenced his/her journey, a passenger is unable to continue the travel within the period of validity of the ticket by reason of illness, unless Shenzhen Airlines has other provisions on the validity of the ticket, Shenzhen Airlines may extend, at the point where passenger' s journey was interrupted , the validity period of the ticket to when passenger becomes fit for travel again or to when Shenzhen Airlines first flight after such date on which a seat for passenger is available in the class of service for which the fare has been paid. Such illness shall be attested to by a medical certificate issued by a medical institution recognized by us. Where the

unused portion of passenger' s ticket contains one or more stopovers, the validity period of such ticket can only be extended by no more than three months from the date of the issuance of the medical certificate by such medical institution.

3.3.4 In the event of death of a passenger in the course of travel, the tickets of the persons accompanying the passenger can be modified with the minimum stay waived or the period of validity of their tickets extended. In the event of a death in the immediate family member of a passenger who has commenced travel, the validity of the passenger' s ticket and those of his/her immediate family members who are accompanying the passenger, can likewise be modified. Any such modification shall be made upon receipt of a valid death certificate and any such extension of validity shall not be longer than forty-five (45) days from the date of the death shown on the death certificate.

3.4 Sequence and use of tickets

3.4.1 The ticket passengers have purchased is valid only for the transportation shown on the ticket, from

the place of departure via any agreed stopping places to the final place of destination. The fare passengers have paid is based upon Shenzhen Airlines tariff and is for the transportation as shown on the ticket. The fare forms an essential part of Shenzhen Airlines contract with passengers. All the coupons of the ticket must be used in sequence provided in the ticket when issued. If the coupons are not used in the sequence provided in the ticket when issued, Shenzhen Airlines will calculate the fare again based on the passengers' actual travel.

3.4.2 Should passengers wish to make any changes to their flight, he/she must contact Shenzhen Airlines in advance. The fare for passenger's new transportation will be calculated and passenger will be given the option of accepting the new fare or maintaining original transportation as ticketed. Should passenger is required to change any aspect of transportation due to Force Majeure, he/she must contact Shenzhen Airlines as soon as practicable and Shenzhen Airlines will use reasonable efforts to transport passenger to the next stopover or final destination, without recalculation

of the fare.

3.4.3 Should a passengers change his/her transportation without Shenzhen Airlines consent, Shenzhen Airlines will determine the fare based on passenger's actual travel. The fare passenger is required to pay based on actual travel refers to the fare he/she is supposed to pay when making a ticket reservation on the actual travel. If such fare is higher than the amount passenger has paid for current ticket, passenger will have to pay the difference between the fare he/she has paid and the new fare applicable to the new travel, and then Shenzhen Airlines will provide passenger with the subsequent transportation services. The unused coupons of ticket cannot be used anymore.

3.4.4 Some changes in ticket such as changes in the place of departure or the direction of travel could result in an increase in the fare. Many fares are valid only on the dates and for the flights shown on the ticket, and no changes in such tickets are allowed or changes are allowed only after the applicable fees are paid.

3.4.5 Each flight coupon contained in passengers' ticket shall indicate the class of service, flight date

and flight number, and will be accepted for transportation after a seat has been reserved. If passengers hold an open-date ticket, reservation can be made subject to Shenzhen Airlines tariff rules and the availability of seats on the flight requested.

3.4.6 In the event passenger does not show up for any flight on which he/she holds a reservation and fail to inform Shenzhen Airlines in advance, Shenzhen Airlines may cancel passenger return or onward reservations shown in his/her ticket. However, if passenger has informed Shenzhen Airlines in advance, Shenzhen Airlines will not cancel reservation on the subsequent flight subject to his/her request.

Article 4 Fares, Taxes and Charges

4.1 General principles

4.1.1 Fares apply only to the carriage from the airport at the point of origin to the airport at the point of destination, unless otherwise expressly provided for. Fares do not include ground transportation between airports or between airport and downtown, or any additional charges.

4.1.2 Fare will be calculated in accordance with passenger's tariff in effect on the date of payment of the ticket for travel on the specific date, itinerary and other information shown on the ticket. If Shenzhen Airlines make any adjustments to its tariff after the ticket is issued for passenger, the fare he/she has paid will not be changed.

4.1.3 In case the ticket needs to be reissued, passenger has to pay the balance between the original flight and actual flight based on the ticket fare on the day of reissuance.

4.1.4 The passenger paying for discount fares shall abide by the conditions applicable to such discount fares.

4.2 Fares for revolutionary disabled servicemen, former police officers disabled in line of duty, children and infants

4.2.1 The fares for the revolutionary disabled servicemen and former police officers who were disabled in the course carrying out public duties are 50% of the normal fares for adults on the same flight. Any requests for these reduced fares must be warranted by the

appropriate documents, including Certificate for the Revolutionary Disabled Servicemen of The People's Republic of China and Certificate of Preferential Treatment for the Former Police Officers Disabled In the Line Of Duty, issued by the government.

4.2.2 The child fare is 50% of the normal adult fare or the applicable adult fare on the same flight. A seat is provided to the child and the related tariff rules apply.

4.2.3 The infant fare is 10% of the normal adult fare on the same flight, and Shenzhen Airlines do not provide seats for infant tickets. If an infant is to occupy a separate seat, a child fare ticket shall be purchased for the infant. When an adult travels with two or more infants, child tickets shall be purchased for the infants in excess of one.

4.2.4 If a child or infant is accompanied by another passenger during travel, a ticket in the same class of service as the accompanying passenger shall be purchased for the child or infant.

4.3 Payment of fares

4.3.1 Fares shall be paid by passengers in the

currency of the country of ticket issuance and subject to the payment method provided. Unless otherwise agreed by Shenzhen Airlines and the Passenger, fares shall be paid in cash.

4.3.2 In the case that fares received by Shenzhen Airlines are out of line with the applicable fare or are mistakenly calculated, the deficiency of fares shall be supplemented by passengers or the overcharge thereof shall be returned by Shenzhen Airlines.

4.3.3 Fares will be calculated in 10 yuan, RMB. All other fees charged or paid by Shenzhen Airlines will be calculated in yuan, RMB, mantissa will be rounded.

4.4 Taxes and charges

To the extent permitted by applicable laws, any taxes or charges imposed by governments, relevant authorities or airport operators shall be paid by the passenger and will be listed on the ticket respectively and Shenzhen Airlines will inform the passenger before his/her purchase of the ticket of such taxes and /or charges which are not included in the normal fare.

4.5 Currency

Fares, taxes and charges shall be paid with the

currency of the country of ticket issuance, unless Shenzhen Airlines or its authorized sales service agents specify another currency when or before passenger makes payment. Shenzhen Airlines can specify of its own accord other currencies for payment if the local currency cannot be converted or for other reasons.

Article 5 Reservations and Purchase of Tickets

5.1 Methods of Ticket reservation and purchase

Passengers can reserve and purchase ticket through Shenzhen Airlines' internet website, mobile apps, service hotlines, any of Shenzhen Airlines' ticket offices or authorized sales service agents as well as other sales channels recognized by Shenzhen Airlines.

5.2 Requirement on reservation and ticketing time limit

5.2.1 A Reservation will be confirmed and valid only if the Passenger makes payment within the ticketing time limit according to the formalities specified by Shenzhen Airlines, and got confirmation from Shenzhen Airlines or its authorized sales agency. Reservations

are not confirmed until recorded as accepted by Shenzhen Airlines or its authorized agent. Passenger should pay for his/her ticket within the ticketing time limit specified by Shenzhen Airlines or its Authorized Sales Service Agents. Otherwise, Shenzhen Airlines will cancel passenger's reservation.

5.2.2 As provided in Shenzhen Airlines provisions, certain discount fares may have conditions which limit or exclude the passenger's right to change, endorse, refund and cancel reservations.

5.2.3 Reservation of contracted enterprise: contracted enterprise shall make reservation according to contract.

5.3 Personal information

5.3.1 The passenger acknowledges that accurate personal information (ie. ID, address, mobile number, email address) must be submitted to Shenzhen Airlines for the purposes of making a reservation for carriage and for obtaining ancillary services. Passenger recognize that personal information has been given to Shenzhen Airlines in connection with his/her travel for the purposes of making a reservation, purchasing a

ticket, obtaining ancillary services, developing and providing services, facilitating immigration and entry procedures, and making available such information to government agencies. For these purposes, passenger agree that Shenzhen Airlines retain and use such information and to transmit it to related government agencies, authorized sales service Agents, authorized ground services agents, other carriers or the providers of the above-mentioned services. Shenzhen Airlines will properly keep confidential the personal information passenger provides.

5.3.2 Passenger must produce his/her valid ID at the time of ticket purchase. Regarding to E-Ticket purchase, the valid ID passenger uses at the time of ticket purchase must be the same as that used at the time of check-in.

5.3.3 Passenger shall take responsibilities of all consequences from failing to board due to wrong personal information is submitted.

5.4 No particular seat requested or assigned is guaranteed

Shenzhen Airlines will accommodate passengers with

seats according to confirmed flights and class. However, Shenzhen Airlines cannot guarantee to provide any specific seat to passenger. For operational, safety or security reasons, Shenzhen Airlines reserves the right to assign or reassign seats at any time, even after boarding of the aircraft.

5.5 Reservation priority

Passenger who involuntarily changes itinerary may enjoy reservation priority provided that certain seats are available on the flight.

5.6 Reconfirmation on Reservation

Passenger does not need to reconfirm the confirmed seats on domestic connection flight or return flight of Shenzhen Airlines. However, in an interline or return carriage, if a passenger fails to reconfirm the seats on an onward or return flight as required by any carrier other than Shenzhen Airlines, such carrier is entitled to cancel the reservations on such interline or return flights made by the passenger.

5.7 Cancellation to Reservation

If passenger does not use his/her reserved seat without advising Shenzhen Airlines, Shenzhen Airlines

shall be entitled to cancel passenger' s any onward or return reservations.

Article 6 Check-in and boarding

6.1 Check-in and Boarding time prompt

6.1.1 Check-in deadlines differ according to airports and Shenzhen Airlines suggest that passenger keep himself/herself informed about and meet these check-in deadlines. To ensure that passenger can travel as planned, passenger should leave ample time to meet the check-in deadline. Shenzhen Airlines has the right to cancel passenger' s reservation if he/she fails to complete check-in before the specified check-in deadline. If the first flight in passenger' s travel is Shenzhen Airlines' , Shenzhen Airlines or its authorized sales service agents will advise passenger of the check-in deadline of the flight, but passenger should keep himself/herself informed of the check-in deadline of any subsequent flight in his/her travel.

6.1.2 Passengers must arrive at the airport within the time limit specified by Shenzhen Airlines and go through formalities of verifying the ticket, checking

baggage and obtaining the boarding pass with valid identification certificates and ticket on time. Passenger must arrive at the boarding gate no later than the time specified by Shenzhen Airlines at the time of check-in. Shenzhen Airlines have the right to cancel passenger' s seat if he/she fails to arrive at the boarding gate before the specified closing time of the boarding gate.

6.1.3 If the passenger fails to arrive in time at Shenzhen Airlines check-in counter or boarding gate or appears improperly ID or boarding pass, or does not go through check-in procedures in time due to personal reasons, Shenzhen Airlines may cancel the seat reserved for the passenger and will not delay the flight. Shenzhen Airlines is not liable to the passenger for loss or expense due to the passenger' s failure to comply with the provisions of this paragraph.

6.1.4 Passenger along with baggage must pass the security check before boarding.

6.2 No-show

6.2.1 Passengers who request a change in the carrier after failing to board a flight will be processed in

accordance with the regulations in “Voluntary refunds” section of these Conditions.

6.2.2 Passengers who request a refund or change in flight and date after failing to board a flight will be processed in accordance with the regulations in “Voluntary refunds” or “Voluntary change of flight and/or date” of these Conditions.

6.3 Missing a flight

6.3.1 Passenger who misses a flight as a result of his/her own actions will be processed in accordance with the regulations in “No-show” section of these Conditions.

6.3.2 For passenger who misses a flight due to the actions of Shenzhen Airlines, Shenzhen Airlines will arrange seat for the passenger on the earliest subsequent flight to the same destination. If a passenger requests a refund, it will be processed according to the regulations in “Involuntary refunds” section of these Conditions.

6.4 Take a Wrong Flight

6.4.1 If passenger makes it onboard a flight that is not specified on his/her ticket and arrive at the

destination that is not specified on the ticket, passenger has the following options:

(1) Passenger is transported back to the departure airport, where a subsequent flight will be arranged as soon as possible so that passenger can fly to the destination specified on his/her ticket, and passenger will not pay any additional fare and get any refund; or

(2) If Shenzhen Airlines has a flight that departs from the arrival airport of the wrong flight for the destination specified on passenger's ticket, such a flight or ground transportation will be arranged for passenger as soon as possible, so that passenger can leave the arrival airport of the wrong flight for his/her destination specified on the ticket; or

(3) If passenger decides to terminate travel at the arrival airport of the wrong flight, Shenzhen Airlines will check the fare of travel from the departure airport specified to the destination specified against the fare of travel from the departure airport specified to the arrival airport of the wrong flight. If the fare of travel from the departure airport specified to the

destination specified is higher than the fare of travel from the departure airport specified to the arrival airport of the wrong flight, passenger will get a refund on the fare difference; otherwise, passenger will be required to pay the fare difference.

Article 7 Limitation and Refusal of Carriage

7.1 Limitation of Carriage

7.1.1 Unaccompanied minors, unaccompanied elder , infant, person with illness, disabled person, pregnant woman, criminal suspect, convict or other types of passenger who need special assistance or can only be transported under certain circumstances can be accepted for carriage, provided Shenzhen Airlines are informed in advance, and give prior consent and make arrangements in advance.

7.1.2 Number of passengers to whom carriage (services) is limited: For security reasons, Shenzhen Airlines may limit the number of passengers to whom carriage (services) is limited on each flight.

7.1.3 Passengers can consult Shenzhen Airlines of detailed carriage information for special passenger

services.

7.1.4 According to CAAC regulations, Shenzhen Airlines shall abide by relevant method and laws or regulations of air carriage for disabled, to provide air carriage to qualified disabled passenger.

7.2 Refusal of Carriage

Shenzhen Airlines may refuse carriage of any passenger and passenger's baggage, for reasons of safety or if, in the exercise of its reasonable discretion,

(1) The carriage is in violation of any applicable laws, regulations, orders or other normative documents of the country;

(2) The mental or physical state, including passenger impairment from alcohol or drugs, presents a hazard or risk to himself/herself, other passengers, crew members, or property;

(3) The carriage of any baggage or articles requested by people whom passenger do not know of.

(4) Passenger has committed misconduct during the transport by air ever before, and Shenzhen Airlines has reasons to believe that such misconduct could occur

again;

(5) Passenger fails to observe Shenzhen Airlines' instructions with respect to safety or security;

(6) Passenger refuse to submit to a security check;

(7) Passenger fails to pay for the ticket, taxes or applicable charges, or the Passenger fails to comply with the credit payment arrangements between Shenzhen Airlines or corresponding carrier;

(8) Passenger fails to present valid travel document, or the valid travel document presented is not the same as at the time of electronic ticket purchase,

(9) Passenger presents a ticket that has been acquired unlawfully, or has been purchased from an entity other than Shenzhen Airlines or authorized sales service agents, or has been reported as being lost or stolen or is a counterfeit, or passenger cannot prove that he/she is the person named in the ticket;

(10) Passenger fails to comply with the requirements set forth in Article 3.4.1 above concerning coupon sequence and use, or presents a ticket which is mutilated;

(11) Passenger fails to observe the rules for

non-smoking on board Shenzhen Airlines aircraft or the use of electronic equipment on board Shenzhen Airlines aircraft;

(12) Passenger fails or refuses to obey the instructions of crew members.

(13) Passenger is less than 14 days (date of birth is not counted) and premature baby who is less than 90 days (date of birth is not counted).

(14) Passenger is pregnant for 35 weeks or more.

(15) Puerpera in 7 days post labor.

(16) Drunk passenger

7.3 Arrangements for passengers who are refused for carriage

As for the passenger who is refused for carriage, Shenzhen Airlines will make a refund in accordance with regulations specified below:

7.3.1 For reasons of article 7.2. (1), Shenzhen Airlines will make a refund in accordance with regulations specified in “Involuntary refund” ;

7.3.2 For reasons of article 7.2(2), 7.2(3), 7.2. (4), 7.2. (5), 7.2. (6), 7.2. (10), 7.2. (11), 7.2. (12), 7.2. (13), 7.2. (14), 7.2. (15), 7.2. (16), Shenzhen

Airlines will make a refund in accordance with regulations specified in “Voluntary refund” ;

7.3.3 For reasons of article 7.2. (7), Shenzhen Airlines will accept for carriage after the passenger paid up the fare and charge difference, or make a refund in accordance with regulations specified in “Involuntary refund” ;

7.3.4 For reasons of article 7.2. (8), 7.2. (9), Shenzhen Airlines reserves the right to retain passenger’ s ticket, and report to competent department to dispose when necessary.

Article 8 Carriage of Baggage

8.1 Restrictions on the packing, volume and weight of baggage

8.1.1 Checked baggage

8.1.1.1 Checked baggage should be packed, locked and bundled properly and securely enough to sustain pressure for safe handling and carriage under normal conditions. And shall meet the following requirements:

(1) Suitcase, travelling bag and handbag must be locked;

(2) It is not allowed to bundle more than two pieces of baggage into one piece;

(3) It is not allowed to attach other items to baggage;

(4) Bamboo baskets, net bags, grass bags, grass bags, plastic bags etc. , are not allowed to be used as packing materials;

(5) Passenger's name, detailed address and telephone number shall be written on baggage;

(6) For each piece of checked baggage, the maximum weight shall not exceed 50 kilograms and the maximum dimensions shall not exceed 100 x 60 x 40 centimeters.

8.1.2 Carry-on baggage

(1) Each First Class/Business Class passenger can take up to 2 pieces of carry-on baggage on board the aircraft while other class passenger can take up to only one piece of carry-on baggage. Each piece of carry-on baggage shall weigh no more than 5 kilograms, linear dimensions shall not exceed 55 centimeters in length, 40 centimeters in width and 20 centimeters in height, which ensures that the carry-on baggage can be stowed in the closed overhead compartment or fit under the

seat in front with baggage lever (Emergency exit seats are excluded). Any baggage that cannot be stowed as above mentioned, or baggage that is overweight or oversized or baggage that Shenzhen Airlines consider could jeopardize safety should be carried as checked baggage.

(2) Lighter and matches are not allowed to carried on Shenzhen Airlines flight.

(3) Liquid items are prohibited from carriage in carry-on baggage on domestic flights but can be placed in checked baggage. A small quantity of cosmetics and personal care products is allowed in carry-on baggage. For each type of cosmetics and personal care products, only one piece is allowed and its container cannot exceed 100 ml in volume. All items must be placed in separate bags for inspection.

(4) Passenger aboard international or regional flights departures from domestic airport can bring items of liquids with maximum capacity of 100ml each, and the containers of liquids should be fitted within a re-sealable transparent plastic bag of a maximum capacity not exceeding 1 liter. Each passenger is

allowed to bring one transparent plastic bag at a time.

(5) In accordance with the Technical Details on the Safe Transportation of Dangerous Goods by Air released by International Civil Aviation Organization, the portable electronic devices brought by passengers and crewmembers for personal use that contain lithium battery or lithium ion battery cell, including watch, calculator, camera, mobile phone, laptop and portable video camera and the likes should be taken onboard as carry-on baggage. It is not allowed to charge electronic devices during the flight and the charge pal should be turned off during the flight if it' s with a power switch.

8.1.3 Extra seat baggage

If Passenger' s baggage is not suitable for carriage inside the cargo compartment and is not in compliance with the regulations specified in checked baggage or carry-on baggage, passenger shall inform Shenzhen Airlines in advance and take his/her baggage into the cabin as extra seat baggage subject to Shenzhen Airlines consent, and the baggage occupying each seat shall weigh no more than 75 kilos and exceed the 100

cm in length, 60 cm in width and 40 cm in height. Passenger shall pay for such baggage separately and take custody of such baggage by himself/herself.

No free baggage can occupy seats. Freight will be calculated according to the number of seats occupied and according to the same fare class as that of the passenger's ticket from the starting point to destination.

8.2 Free baggage allowance and excess baggage charges

8.2.1 Free baggage allowance

(1) In the case of passengers with adult ticket or child ticket, the free baggage allowance is 40 kg (88 lb) for first class, 30 kg (66 lb) for business class and 20 kg (44 lb) for economy class.

(2) In the case of passengers with infant ticket, the free baggage allowance is 10 kg (22 lb). In addition, a foldable baby stroller or cradle can be checked for free.

(3) In the case of PhoenixMiles lifetime platinum members and platinum members, in addition to the original basic free baggage allowance, one additional

piece of ordinary baggage can be checked for free, which shall not weigh over 30 kg (66 lb).

(4) In the case of PhoenixMiles gold members and silver members, in addition to the original basic baggage allowance, one additional piece of ordinary baggage can be checked for free, which shall not weight over 20 kg (44 lb).

(5) In the case of Star Alliance gold members, in addition to the original basic baggage allowance, one additional piece of ordinary baggage can be checked for free, which shall not weigh over 20 kg (44 lb).

(6) For stretcher passenger, on routes where the weight concept applies, the free baggage allowance is 60Kg, and the dimensions of each piece should not exceed 100cm in length, 60cm in width and 40cm in height. On routes where the piece concept applies, the baggage allowance is three pieces. Each piece shall not weigh more than 23Kg, and the sum of the length, width and height of each piece shall not exceed 115cm.

(7) For two or more passengers who take the same flight to the same destination, if they proceed with the baggage check formality at the same time and same

location, their free baggage allowances may be calculated as one integrity in accordance with their respective cabin-class standards where they have purchased.

(8) If passenger change the class of service of his/her ticket involuntarily, the free baggage allowance shall be calculated based on the original class of service he/she has paid for.

(9) For the domestic segment of an international travel, the free baggage allowance for each passenger on international/regional routes applies.

(10) Free baggage allowance for extra seat passenger shall be determined by the class of ticket and number of seats occupied.

(11) Extra seat baggage does not have free baggage allowance. The baggage occupying each seat shall weigh no more than 75 kilos (165 lbs.) and exceed the 100 cm (40 in.) in length, 60 cm (24 in.) in width and 40 cm (16 in.) in height.

(12) Golf equipment, ski/water skiing equipment (not including snow sledge/water skiing sledge), bowling equipment, bicycles, roller

skating/skateboard appliances, sleeping bags, backpacks, diving equipment, archery equipment, hockey gear, camping gear, parachutes (including paragliding gear), tennis equipment, mountain climbing gear, fishing gear, musical instruments, auxiliary equipment (wheelchair checked for carriage by healthy passenger), collapsible cot (baby bed), collapsible stroller or cradle can be included in the free baggage allowance, Excess baggage fee is collected based on the actual weight of the part in excess.

8.2.2 Excess baggage charge

(1) If passenger's baggage is not in compliance with free baggage allowance policies or exceeds the maximum limits on weight, size and number of pieces, passenger need to pay the excess baggage fee or special baggage fee. Fee for exceeds weight, size and number of pieces shall be calculated based on checked baggage's originating place and destination.

(2) The over-weighted ordinary baggage on domestic routes of Shenzhen Airlines shall be charged on the weight-based charging system. If the whole flights are domestic flights, the overweight baggage will be

charged based on the relevant provisions of the Domestic Transport Rules for Passengers and Luggage in Civil Aviation of China (Decree 49 of CAAC). Overweight baggage charges will be calculated at 1.5% of the normal adult fare for economy class of non-stop flights applicable on the same day per kilogram. The amount of overweight baggage charges is RMB, rounded up. In domestic airports, only RMB will be charged.

8.2.3 Other principles

(1) If passenger change the class of service of his/her ticket involuntarily, the free baggage allowance shall be calculated based on the original class of service he/she has paid for.

(2) Extra seat passenger

Free baggage allowance for extra seat passenger shall be determined by the class of ticket and number of seats occupied. Extra seat baggage does not have free baggage allowance. The baggage occupying each seat shall weigh no more than 75 kilos (165 lbs.) and exceed the 100 cm (40 in.) in length, 60 cm (24 in.) in width and 40 cm (16 in.) in height.

(3) Charter transportation will follow the rules

set in charter agreement.

8.3 Baggage Acceptance

8.3.1 Right to refuse carriage

(1) Shenzhen Airlines will refuse to carry as baggage the items described in Article 8.4 a and may refuse further carriage of any such items upon discovery.

(2) In case any item listed in paragraph 9.5.1 of these Conditions is part of or is included in the baggage, Shenzhen Airlines reserves the right to refuse to accept the baggage as checked baggage;

(3) In case any item listed in article 9.6 of these Conditions carried by passengers fails to satisfy Shenzhen Airlines' limitation of carriage, Shenzhen Airlines reserves the right to refuse to carry the baggage;

(4) Shenzhen Airlines hold its right to refuse to carry as baggage any item considered to be unsuitable for carriage because of its size, shape, weight, content, character, or for safety or operational reasons, or for the comfort and convenience of other passengers, to which passenger is unable or refuse to

improve.

(5) Shenzhen Airlines holds its right to refuse to carriage if passenger is unwilling to accept security check to his/her baggage.

8.3.2 Right to search

For reasons of safety and security, relevant authorities or Shenzhen Airlines may request a search of passenger's baggage, during which the passenger shall be on the spot. Shenzhen Airlines will not be liable for any damage attributable to the passenger's absence after being notified of the baggage check.

8.3.3 Baggage acceptance

(1) A Passenger shall check Baggage with a valid ticket on the date of flight departure;

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

(3) If any checked baggage is likely to give rise to any dispute on carriage liability, Shenzhen Airlines should explain applicable regulations and attach a baggage tag with a disclaimer to such checked baggage with the passenger's written consent. Shenzhen

Airlines will not be liable for any damage caused to such baggage during carriage. If not, Shenzhen Airlines may refuse the carriage of such baggage.

8.3.4 Baggage Carriage

(1) Checked Baggage will be carried on the same aircraft as the passenger, unless special circumstance occurs, under which Shenzhen Airlines will explain the situation to the passenger and will carry it on a subsequent flight if the space on that flight is available;

(2) Passenger's excess baggage shall be carried on the same aircraft as the passenger when space is available. Shenzhen Airlines reserves the right to refuse to carry the excess baggage if the space is not available and the passenger does not agree to allow his/her baggage to be carried on subsequent flights of Shenzhen Airlines.

8.3.5 Collection and delivery of checked baggage

(1) A passenger shall promptly claim his/her baggage by producing the identification/claim baggage tag at the airport upon the flight arrival. The ticket shall be presented and checked if necessary.

(2) Shenzhen Airlines will deliver Baggage according to the identification baggage tag, and shall not be liable for whether the person claiming the baggage is the passenger him/herself, or for any loss or expense arising from releasing passengers' baggage to the holder of a valid baggage identification tag;

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

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

(5) If baggage is not claimed immediately, Shenzhen Airlines reserves the right to dispose of any

perishables included in the baggage 24 hours after arrival.

(6) Passenger' s checked baggage will be carried on the same flight as he/she to the largest extent possible, except the situation it has to be carried on a different flight for reasons of operations, safety and security. If passenger' s checked baggage is put onto a subsequent flight due to reasons on Shenzhen Airlines part, Shenzhen Airlines will be responsible for delivering the baggage to passenger. Shenzhen Airlines will not collect any baggage safekeeping fee from passenger if baggage is delayed due to reasons mentioned above.

8.3.6 Baggage Irregularities

(1) If transported baggage is missing, delayed, lost or damaged, passenger shall follow the appropriate procedures with Shenzhen Airlines or its authorized ground service agents at the place where the problem occurred;

(2) If the passengers' checked baggage did not arrive with passengers on the same day due to the reasons of Shenzhen Airlines, which caused

inconvenience to passengers, Shenzhen Airlines will give one-time temporary living compensation.

8.4 Items unacceptable as baggage

Passenger must not include in his/her baggage, whether as checked baggage or unchecked baggage:

8.4.1 Items which are likely to endanger the aircraft or persons or property on board the aircraft, such as those specified in the International Civil Aviation Organization (ICAO) Technical Instructions for the Safe Transport of Dangerous Goods by Air (ICAO-TI) and in the International Air Transport Association (IATA) Dangerous Goods Regulations (IATA-DGR), and in Shenzhen Airlines regulations, in particular, items that are prohibited from being carried, including explosives, gases (including combustible, non-combustible and non-toxic gases, toxic gases, compressed gases), combustible substances (including combustible liquids, combustible solids like lighters and matches), substances that could ignite by themselves or could ignite when meeting water, oxidant and organic peroxides, poisonous substances, infectious substances, radioactive or magnetized

materials, corrosive substances, and threatening or irritating substances.

8.4.2 Guns or their major spare parts (including guns for military, civil and public affairs uses; pistols, rifles, submachine guns, machine guns, anti-riot guns, air guns, anesthesia injection guns, gun samples, gun props, steel ball guns, tear gas guns, stun guns, etc.); ammunitions; ordnances, police instruments and their major spare parts (police batons, military or police daggers and bayonets, etc.), implements prohibited by the government (implements with electric shocks and implements that can serve defensive purposes); knives and other items highly controlled by the government (crossbows, daggers, triangular knives, triangular cutters for machining purchases, knives with self-locking devices, single-edged knives shaped like but longer than dagger, double-edged knives, triangular sharp knives, etc.), other similar items or replicas of the above items. But firearms and ammunitions for hunting and sporting purposes can be accepted as checked baggage, subject to the requirements set forth in Article 8.6.3.

8.4.3 Items which do not meet the requirements specified in the definition of “Baggage” in 1.45 of these Conditions of Carriage, or the following items which are prohibited from carriage: items which are dangerous and unsafe, items which are unacceptable for carriage because of their weight, size, packaging, shape or nature, other items prohibited by the government, live animals (other than small pet animals, guide dogs specified in 8.6.9 of these Conditions of Carriage), breakable, fragile and perishable items and items emitting unmistakable pungent odors (For example, seafood, durian. For other specific information, consult local airports.), anaesthetizing and offensive substances or items of similar nature.

8.4.4 Items the carriage of which is prohibited by the applicable laws, regulations or orders of China;

8.5 Items prohibited from carriage as or in checked baggage:

8.5.1 Lithium batteries and lithium battery mobile power packs (like Charger Pal) are prohibited from carriage as or in checked baggage.

8.5.2 It is recommended not to include in

passenger' s checked baggage important documents and materials, valuable items like securities, cash, bank draft, jewelry, valuable metal and metalwork, curio, calligraphy and paintings, breakable, fragile and perishable items , samples, travel documents which requires special taken care of and prescribed medicine to be taken regularly. The above items will be treated as ordinary checked baggage if Shenzhen Airlines is to be held responsible for the loss of or damage to them.

8.5.3 If Passenger includes in his/her baggage the items specified in Article 8.4 and 8.5.1 which are prohibited from inclusion in baggage or carriage, Shenzhen Airlines will not be held responsible for the loss of or damage to such items or confiscation of such items by government units, airport authorities or security check authorities which perform any actions with respect to the baggage check of such baggage.

8.6 Items restricted to carriage

Items described below can be accepted for carriage only when they are arranged in a way that meets Shenzhen Airlines Conditions of Carriage and when Shenzhen Airlines gives its consent.

8.6.1 Precision instruments and electric devices should be carried as cargo. If they are carried as checked baggage, they must be properly packed and meet Shenzhen Airlines requirements on packing, volume and weight. Their weight is not factored into the free baggage allowance, and baggage fee must be paid for such baggage separately based on the standards on excess baggage fee collection.

8.6.2 If passenger's baggage, like delicate musical instruments, precious metals, etc, is not suitable for carriage inside the cargo compartment and is not in compliance with the regulations specified in 8.1.2, passenger shall inform Shenzhen Airlines in advance and take his/her baggage into the cabin as extra seat baggage subject to Shenzhen Airlines consent, and go through the required formalities pursuant. Passenger shall pay for such baggage separately and take custody of such baggage by himself/herself.

8.6.3 Firearms and ammunition for hunting and sporting purpose may be carried as checked baggage with the firearms carriage license or the approval issued by competent sport authorities of the State Council,

but may not be carried into the cabin as unchecked baggage or carry-on items. Firearms must be unloaded with the safety catch on, and suitably packed. The carriage of ammunition shall be dealt with pursuant to relevant regulations on dangerous goods transportation. Carriage of ammunitions is subject to the regulations of ICAO and IATA or the applicable laws and the regulations of China and Shenzhen Airlines regulations. Such items do not count in the free checked baggage allowance but are subject to excess baggage fees separately.

8.6.4 Diplomatic pouches and confidential document

Diplomatic pouches shall be carried by the diplomatic courier in his custody. Upon request of the diplomatic courier, Shenzhen Airlines may handle diplomatic pouches as checked baggage, but will only be liable to the extent of common checked baggage. Diplomatic pouches and baggage carried by diplomatic couriers may be calculated by weight or piece, and any excess over the free baggage allowance shall be charged in accordance with the provisions for excess baggage.

Passengers must inform Shenzhen Airlines when

booking a flight of any diplomatic pouches that may need to occupy a seat. Such diplomatic pouches may be carried only with prior approval by Shenzhen Airlines and relevant carriers. Diplomatic pouches that occupy a seat shall not exceed the maximum weight of 75 kilograms and the maximum dimensions of 100 x 60 x 40 centimeters. No diplomatic envelope can occupy seats. Freight will be calculated according to the number of seats occupied by the diplomatic envelope and the fares from the starting point to destination, which are the same as those of the tickets held by the diplomatic courier.

Confidential documents carried by confidential liaisons shall be carried according to this paragraph.

8.6.5 Foldaway or electronic wheelchair used by the passenger during the journey;

8.6.6 Children restrain equipment;

8.6.7 Sharp tools and blunt tools, such as kitchen knives, fruit knives, meal knives, knife for handicraft production, bistouries, scissors, steel files, iron pricks, axes, clubs and hammers, except knives and other items that are highly regulated by the government, should be carried in checked baggage.

8.6.8 Dry Ice

8.6.9 Small animals;

(1) Small animals are domesticated pet dogs and pet cats. Animals with strange form or may harm people like snake do not fall into the category of small animals.

(2) Passengers shall inform Shenzhen Airlines if he/she wishes to carry small animals when making flight reservation and he/she must provide an animal quarantine certificate. Small animals can only be checked in with the approval of Shenzhen Airlines. Passengers shall bring their small animals to the airport to be checked at the time specified by Shenzhen Airlines on the date of check-in.

(3) The following regulations on the container of the small animal apply:

- 1) The container shall prevent the small animal from destroying, escaping and pulling out part of its body to damage any person, baggage, goods or the airplane.
- 2) The container should be large enough for the small animal to move freely in and be properly ventilated for the small animal to avoid asphyxia

3) The container shall prevent feces from leaking and contaminating airplane, onboard equipment and other goods.

(4) Small animals carried by passengers must be transported in the cargo hold. If accepted as baggage, a small animal, together with its container and food, shall constitute excess baggage, for which passengers shall pay the excess baggage charges. A value cannot be declared for the small animals accepted for carriage. Passenger shall be fully responsible for small animals checked. Shenzhen Airlines shall not be liable for any sickness, injury or death attributed to the carriage for any reason other than that directly caused by Shenzhen Airlines.

(5) Guide dog means a dog trained to lead the blind or assist the deaf (Such passenger shall provide an evidenced by a medical certificate.) when if accompanies passenger with impaired vision or hearing dependent upon such dog.

(6) Guide dogs shall be carried according to this paragraph, may accompany in passenger cabin the disabled eligible to travel provided that Shenzhen

Airlines regulations are satisfied. The disabled eligible to travel shall provide the identity and quarantine proofs for guide dogs. Guide dogs together with their containers and food may be carried free of charge and their weight shall not be calculated as part of passengers' free baggage allowance. Passenger is liable for all damage or injuries which a guide dog might cause to other passengers or Shenzhen Airlines.

8.7 Declaration of baggage value

8.7.1 Passenger may declare a value for checked baggage in excess of RMB 100 per kilogram.

8.7.2 The declared value of the checked baggage shall not exceed the actual value of such baggage. The maximum declared value of baggage for each passenger is RMB 8,000. Shenzhen Airlines may refuse the acceptance and carriage of the baggage if Shenzhen Airlines disagrees with the declared value or the passenger refuses to accept to be checked.

8.7.3 Shenzhen Airlines will introduce a surcharge for the declared value of Baggage of 5% of the amount in excess of the limitation provided in Article 8.7.1 with the baggage declared value. Such surcharge shall

be denominated in Renminbi (Yuan), the decimal places of which shall be rounded.

8.8 Illegal baggage

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

8.8.1 Refuse to accept illegal baggage submitted for check-in at the departure airport, cancel or suspend carriage of illegal baggage already carried and require the passenger to immediately remove the illegal baggage. Any excess baggage fee charged the passenger will not be refunded.

8.8.2 In cases where illegal baggage is found at a stopping place, Shenzhen Airlines will terminate the carriage immediately. Any excess baggage fee charged the passenger will not be refunded.

8.8.3 Turn over any prohibited, restricted or dangerous items stipulated by the Chinese government that are included in checked and carry-on baggage to relevant authorities.

8.9 Return of baggage

8.9.1 If passenger request return of baggage at the departure airport, he/she must make the request before the baggage is loaded onto the flight. Passenger who requests refunds must have his/her checked baggage returned as well. Any excess baggage charges collected under these circumstances will be refunded.

8.9.2 Passenger may request return of baggage at stopping places unless there is not enough time between connecting flights to process the request. In this case, any excess baggage charges collected for unused segments of the flight will not be refunded.

8.9.3 In the case of return of baggage with declared value, the excess value charge collected will be refunded at the departure airport but the excess value charge collected will not be refunded at stopping places.

8.9.4 Passengers who make involuntary changes in flights due to reasons caused by Shenzhen Airlines will have their baggage appropriately carried according to the change. Shenzhen Airlines will refund any overcharge in excess baggage charges but passengers

will not be charged additional fees for any short falls. The excess value charge collected will not be refunded.

Article 9 Schedules, Cancellation and Change of Flights

9.1 Schedules

9.1.1 Shenzhen Airlines undertakes to use its best efforts to carry the passenger and his/her baggage with reasonable dispatch and to adhere to the schedule in effect on the date of travel. However, timetables or flight times shown at other places are only for reference, which will not constitute as part of the contract of carriage entered into between Shenzhen Airlines and the passengers.

9.1.2 Except in the case of damage caused by Shenzhen Airlines imprudent act or omission attributable to Shenzhen Airlines intention or full awareness of such damage, Shenzhen Airlines will not be liable for any mistake or omission in the flight timetable or any other published schedules. Also Shenzhen Airlines will not be liable for any interpretation on time or date of departure or arrival, or carriage of any flight adopted by its employees,

agents or representatives.

9.1.3 Shenzhen Airlines will take every necessary measure to avoid any delay in carrying a passenger and the passenger's baggage. Shenzhen Airlines will not be liable if Shenzhen Airlines has taken every necessary measure or it is not possible for Shenzhen Airlines to take such measures to avoid such delay.

9.2 Cancellation and Change of Flights

When circumstances so require, Shenzhen Airlines may change, cancel, interrupt, delay or postpone flights without prior notice in any of the following cases:

(1) In order to comply with laws, administrative regulations, orders and requirements of relevant countries;

(2) In order to ensure safe operation of a flight;

(3) Circumstances beyond the control or prediction of Shenzhen Airlines.

9.3 Due to any reason prescribed in Article 9.2, if Shenzhen Airlines cancels a flight or fails/delays to operate reasonably according to schedules, fails to provide passengers with the reserved seats (including

the classes), or fails to stop at the passenger's stopping place or destination, or causes a passenger to miss a connecting flight (limited to passenger who purchase connection flight ticket at Shenzhen Airlines) on which the passenger has a confirmed seat, Shenzhen Airlines shall, considering the Passenger's reasonable requests, take any of the following measures:

(1) Shenzhen Airlines will arrange the subsequent flights with available seats for the passenger;

(2) The passenger will be endorsed to other carriers after agreed by the passenger and the endorsed carrier;

(3) Shenzhen Airlines will make a change in the flight shown on the original ticket and arrange other Shenzhen Airlines or other carriers' flights to carry the passenger to the destination or stopping place, any overcharge for the ticket, excess baggage fee or other service fee will be returned but any deficiency thereof shall not be supplemented.

9.4 Assistance in the case of flight disruption

9.4.1 Flight status notification

Shenzhen Airlines will promptly distribute Flight delay and cancellation information to passengers in one or several ways simultaneously through official internet website, call center, SMS, phone calls and broadcasting.

9.4.2 Meals and Accommodations

(1) If departure flight is delayed or canceled in the city of origin due to reasons on Shenzhen Airlines part related to aircraft maintenance, flight rescheduling, carriage service and crew, providing the actual length of delay is two (2) hours or more and it's lunch/dinner time, Shenzhen Airlines will provide meals service. If the actual length of delay is four (4) hours or more, Shenzhen Airlines will provide accommodations service if necessary.

(2) If departure flight is delayed or canceled in the city of origin due to reasons related to which are outside Shenzhen Airlines control, Shenzhen Airlines will assists in arranging meals and accommodations for passenger, and passenger shall be responsible for all related expenses incurred.

(3) Shenzhen Airlines will provide meals or

accommodations to passenger if, for any reasons, flight is delayed or canceled in the agreed stopping place or domestic flight is diverted.

(4) When the flight is delayed or cancelled, Shenzhen Airlines will give priority to providing services to passengers with disabilities, the elderly, pregnant women and baby carrying person who need special care.

9.4.3 Compensation for Flight Delay

If domestic flight is delayed due to reasons on Shenzhen Airlines part related to aircraft maintenance, flight rescheduling, carriage service and crew, Shenzhen Airlines will provide compensation based on the actual situations of delay. If the actual length of delay is four(4) hours or more, but less than eight(8) hours, the compensation for each passenger is RMB 200 or corresponding PhoenixMiles membership points. If the actual length of delay is eight(8) hours or above, the compensation for each passenger is RMB 400 or corresponding PhoenixMiles membership points.

Flight delay happens due to various factors or combined, compensation from Shenzhen Airlines is based

on accumulated delay time caused only by Shenzhen Airlines.

9.4.4 Service for irregular code share flight.

In case a passenger purchased Shenzhen Airlines ticket and onboard an aircraft operated by another carrier which apply code share with Shenzhen Airlines. Shenzhen Airlines shall provide change, endorsement and refund of ticket service to passenger, while ground service, cabin service, flight delay, irregular flight compensation service are provided by the actual carrier.

Article 10 Change and Endorsement of Ticket

If passenger needs to change or endorse ticket after purchasing from Shenzhen Airlines, one of the following rules applies (Special fare ticket, group passengers ticket are excluded).

10.1 Voluntary change or endorsement of ticket

10.1.1 Change of flight/date

(1) Shenzhen Airlines shall process in case same class of seats are available and time is sufficient, and shall charge service fee according to the class of

the seat shown on the ticket.

(2) After the ticket is changed, if class of seat reserved (including different classes of services and every sub class of services) is different from the class of seat shown on the original ticket or fares varies even if class of seat remains the same, the following provisions shall apply:

- 1) In case higher class changes to lower class (Sub class is changed), downgrading class and higher ticket fare changes to lower ticket fare for same class, voluntary refunds process should be applied.
- 2) In the case lower class changes to higher class (sub class is changed), upgrading class, and lower ticket fare changes to higher ticket fare, the fare balance between classes shall be paid. If changes on flight/date and lower class changes to higher class or lower ticket fare changes to higher ticket fare are made simultaneously, fare balance between classes and change fee shall be paid together.
- 3) If more change is required after changing has

been made to the reserved class of seat, applicable provisions of reserved class of seat after changing shall apply.

(3) Voluntary change on open jaw and connection flight ticket shall be processed in accordance with one-way flight or applicable product provisions.

10.1.2 Change of flight: voluntary refunds process applies.

10.1.3 For roundtrip fare tickets which are not used at all or changed after partial use, the change fee will be calculated according to the 1/2 round trip fare of the corresponding section. If there is a round-trip fare after the change, the fare difference is 1/2 of the corresponding round-trip fare; if there is no round-trip fare after the change, the fare difference is the difference between the one-way fare after the change and 1/2 roundtrip freight price before Change .

10.1.4 Change to Shenzhen Airlines' own defined ticket with special provisions and connection flight ticket, shall be processed in accordance with applicable provisions specified for these products.

10.1.5 Shenzhen Airlines Official Website: Special

product tickets of WWW.SHENZHENAIR.COM shall be executed in accordance with the change stipulated in the product ticket instructions of the website.

10.1.6 Endorsement for normal fare ticket and child/infant ticket is available if all the circumstances below are satisfied:

(1) There is no endorsement restrictions on the ticket.

(2) There is settlement agreement between carrier accepting the endorsement and Shenzhen Airlines, and seats are available on the flight.

10.1.7 Discount ticket with restrictions cannot be endorsed.

10.2 Involuntary change and endorsement of ticket

If departure flight is delayed or canceled or reserved seat is not available due to reasons on Shenzhen Airlines part (aircraft maintenance, flight rescheduling, carriage service and crew) or not (weather, unexpected event, air traffic control, security and passenger check), Shenzhen Airlines shall locate passenger to subsequent flight with seats available, and shall pay for the balance of fares.

Article 11 Refund

Passenger can have his/her ticket refund by Shenzhen Airlines, following the below rules (special fare ticket declared by Shenzhen Airlines is excluded):

11.1 Voluntary refund

11.1.1 Refund location

Voluntary Refund application shall be processed at the original ticketing place of the ticket or any Shenzhen Airlines direct sales office. Voluntary refunds for PhoenixMiles exchange reward ticket and tickets paid by oversea bank cards can only be processed at the original ticketing place.

11.1.2 Voluntary refund for non-stop flight ticket

Shenzhen Airlines will charge refund service fee according to the class of ticket and applicable conditions.

11.1.3 Voluntary Refund for ticket with special provisions

Refund will be made in accordance with provisions specified for the product. Connection flight ticket is a special product and should be refund in accordance

with applicable provisions.

11.1.4 Voluntary Refund for child ticket

Refund service fee for child ticket will be charged based on the class of seat reserved. (Refunds for Unaccompanied minors ticket shall apply rules of voluntary refunds for normal fare ticket, if it's special fare then applicable services fee shall apply)

11.1.5 Voluntary refunds for revolutionary disabled servicemen and former police officers disabled in line of duty

There is no service fee for refunds for passengers who are revolutionary disabled servicemen or former police officers disabled in line of duty.

11.1.6 Voluntary refund for infant ticket

There is no service fee for refunds for infant ticket.

11.1.7 Voluntary Refund for PhoenixMiles Club member

Details can be found in 《PhoenixMiles membership brochure》

11.1.8 Tickets sold from Shenzhen Airlines E-commerce sales channel.

Execute in accordance with the refund provisions applicable to electronic commerce. Shenzhen Airlines e-commerce channels include Shenzhen Airlines Official Network, Shenzhen Airlines Mobile Official Network, Shenzhen Airlines Client, Shenzhen Airlines Wechat Public number (Shenzhen Airlines Wechat), Shenzhen Airlines Call Center.

11.1.9 Refund for No-show and missing a flight

Voluntary refunds rules for direct flight ticket shall apply.

11.1.10 If passenger at his/her own discretion, to interrupt journey at any of the Agreed Stopping Places, Shenzhen Airlines will not refund for the rest of the travel.

11.1.11 If refund is requested after the ticket is changed, service fee for the balance between the fares shall be charged based on the rules of changed class of the ticket or changed fare, service fee for the original fare is charged based on the rules of original class of the ticket. The sum of the two service fee is collected for the refund. Service fee charged for change to the ticket will not be reimbursed if refund

is applied after the change.

11.2 Involuntary Refund

11.2.1 If Shenzhen Airlines flight is delayed or canceled in the city of origin due to Shenzhen Airlines itself or force majeure (weather, unexpected event, air traffic control, security check), or passenger's sickness or death result in passenger's incapability to board according to the time specified on the ticket, refunds shall be applied as follows:

(1) Involuntary refunds for can be collected at the original ticketing place, where the flight departed, stopped over, terminated or any Shenzhen Airlines' direct sales agencies.

(2) Passengers requesting an involuntary refund may receive a full refund of the ticket fare at the place of flight departure; or a full refund of unused segments of the ticket (i.e. normal fare from stopping place to destination listed on the passenger's ticket multiplied by discount offered when purchasing the ticket) at the specified stopping place (alternating place) , but in no instance can the amount of the refund exceed the

amount paid for the original fare. No cancellation fee is charged in either case.

(3) If the flight is interrupted, the refund must be handled at any ticket office directly under Shenzhen Airlines.

11.2.2 Special circumstances on involuntary refunds ---- illness or death of passenger

(1) Refund proof

Refund applied after purchasing due to sickness, passenger should provide original copy of certificate of diagnosis signed by attending doctor and medicine invoice from medical unit above country level(included), validated with stamp. Time of these proof should be between the date of ticket purchasing and the date of departure(included). Person who request refund for dead passenger should provide the death certificate.

If sickness suffered accidentally at the airport (after the check-in is closed), or at the flight stopping place (alternating place), refund shall be applied with certificate of diagnosis issued by airport medical center.

For passenger who is incapable of providing above proof, Shenzhen Airlines and its authorized sales agent hold the right to process the case as voluntary refund without free of charge.

(2) Refund principles

Refund due to illness shall be applied at Shenzhen Airlines' direct sales agencies in the place where the ticket was purchased, where the flight departed, stopped over or terminated.

Passengers may receive a full refund of the ticket fare at the place of flight departure; or a full refund of unused segments of the ticket (i.e. normal fare from stopping place to destination listed on the passenger's ticket multiplied by discount offered when purchasing the ticket) at the specified stopping place (alternating place), but in no instance can the amount of the refund exceed the amount paid for the original fare. No refund service fee is charged in either case.

If passenger cannot apply the refund in person due to serve illness, his/her authorized person must apply the refund with the passenger's valid ID, authorization letter and the authorized person's

valid ID.

Refund application for companions of sick passenger shall be submitted concurrently with the sick passenger's application. Exemption on refund service fee is limited to 2 companions, the rest people shall be charged as voluntary refund.

11.3 Refund shall not be processed if the ticket is invalid.

11.4 Refund for passenger who lost electronic ticket

Passenger has to fill 《Shenzhen Airlines' Lost Ticket Application Form 》 at the place of refund if itinerary of e-ticket is lost. After confirmation from place of refund, procedures will be handled within period of validity of the ticket.

11.5 Refund object, required documents and exclusion of liability

11.5.1 Shenzhen Airlines shall refund to the person with his/her name printed on the ticket or authorized.

11.5.2 Passenger is required to present personal valid ID at designated place to apply refund.

11.5.3 If the person who applies refund is not the

same passenger as listed on the ticket, besides his/her own valid ID, the applicant must provide original ID of the passenger, a copy of the ID and refund authorization letter from him/her.

11.5.4 Valid personal ID and electronic ticket must be presented to Shenzhen Airlines to apply refund, unless ticket or electronic ticket is lost.

11.5.5 Shenzhen Airlines shall refund the money to applicant who presents unused electronic ticket and in comply with Article 11.5.1, 11.5.2 and 11.5.3. This shall be regarded as legitimate refund, and Shenzhen Airlines shall be excluded from liability.

11.6 Right to refuse Refund

11.6.1 Shenzhen Airlines shall refuse to refund due to reasons on applicable fares and Shenzhen Airlines regulations.

11.6.2 Shenzhen Airlines shall refuse request for refund after the validity period of ticket has expired.

Article 12 Overbooking

12.1 Shenzhen Airlines tend to overbook flights on which, historically, seats go empty in order that more

passengers can have easier access to the flights they desire.

12.2 When overbooking occurs, Shenzhen Airlines will, at the airport, look for volunteers who are willing to take a later flight or cancel their journey. In case there are not enough volunteers, Shenzhen Airlines can deny boarding to some passengers.

12.3 In case passenger is unable to travel on his/her booked flight due to overbooking, Shenzhen Airlines will either put he/she onto the next earliest available flight or offer a refund free of charge, and at the same time provide with reasonable compensation.

Article 13 Conduct onboard Aircraft

13.1 General Rules

If, in Shenzhen Airlines' judgment, passenger conduct himself/herself aboard the aircraft so as to endanger the aircraft or any person or property on board, or obstruct the crew in the performance of their duties, or fail to comply with any instructions of the crew including but not limited to those with respect to

smoking, alcohol or drug consumption, or behave in a manner which causes or threatens to cause discomfort, inconvenience, damage or injury to other passengers or the crew, Shenzhen Airlines may take such measures as we deem reasonably necessary to prevent continuation of such conduct, including restraint during flight or removal from the aircraft prior to departure or on arrival. Passenger may be disembarked and refused onward carriage at any point and may be prosecuted by local authorities for offences committed on board the aircraft.

13.2 Electronic and its related equipment

For safety reasons:

13.2.1 PED equipment with transmitting function is prohibited during the whole flight of Shenzhen Airlines, including, but not limited to, mobile phones without flight mode, walkie-talkies, remote control equipment (remote control toys and other electronic devices with remote control). However, T-PED with transmission power less than 100 mW (including Bluetooth, Purple Bee and Wi-Fi in 2.4 GHz band) is allowed to be fully used.

13.2.2 Large PED electronic devices with the sum of

length, width and height more than 31 cm, including but not limited to, portable computers and PADs are forbidden to be used in critical flight stages, such as taxiing, takeoff, climbing and landing, but allowed in non-critical flight stages.

13.2.3 The electronic equipment allowed to be used in the whole flight includes, but not limited to, cardiac pacemaker, hearing aid, electric shaver, portable tape recorder and electronic equipment (devices) used to maintain life, etc.

13.2.4 Small PED equipment with the sum of length, width and height less than 31cm (including) is allowed to be used in the whole flight, but not allowed to connect accessories (such as headphones and charging wires) in the critical stages, such as taxiing, takeoff, descent and landing, including but not limited to: smartphones working in flight mode, e-books, video/audio players, video game, etc.

13.2.5 During the flight, we have the right to ask you to turn off the portable electronic equipment in order to prevent interference with aircraft communications and precise navigation equipment when

the captain finds that there is an electronic interference and suspects that the interference comes from the portable electronic equipment you use, and when the captain has to execute a low-visibility operation procedure and initiate an emergency evacuation.

13.2.6 Carry-on baggage and PED equipment in the overhead compartment should ensure that the power is turned off.

13.2.7 Mobile power supply (Power bank) is prohibited throughout the flight.

13.3 Non-smoking flight

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

13.4 Seat belt

While in his/her seat on board the aircraft, passenger has the obligation to fasten his/her seat belt during the entire flight.

13.5 Arrangement for additional services

If Shenzhen Airlines makes arrangements for passengers with any third party to provide any services

other than carriage by air, or if Shenzhen Airlines issues a ticket or voucher relating to transportation or services (other than carriage by air) provided by a third party, such as ground transportation, hotel reservations or car rental, Shenzhen Airlines does so only as passengers' and/or the third party's agent and will not be responsible for delivery or quality of the service. Terms and conditions of the third party service provider shall apply.

If ground transportation service is provided by Shenzhen Airlines, these terms shall not apply.

Article 14 Successive Carrier

Carriage to be performed by several carriers together continuously under one ticket, or a conjunction ticket, is regarded as a single operation for the purposes of the Convention. Details are described in Article 15.1.4.

Article 15 Liability for Damage and Limits of Compensation

15.1 Liability for damage

15.1.1 Unless otherwise stipulated in the conditions, laws and regulations, Shenzhen Airlines is liable for any damage occurring in the carriage by air performed by Shenzhen Airlines.

15.1.2 Shenzhen Airlines is not liable for any damage arising from its compliance with applicable Chinese laws, regulations, government rules and other normative documents.

15.1.3 Shenzhen Airlines is not liable for any damage arising from passenger's failure to comply with applicable Chinese laws, regulations, government rules and other normative documents.

15.1.4 Shenzhen Airlines liability for damage to passenger is subject to its conditions of carriage. The liability to passenger of another carrier involved in his/her journey is subject to the conditions of carriage of that carrier in question.

15.1.5 The liability of Shenzhen Airlines shall not

exceed the amount of proven actual damage. Shenzhen Airlines is not liable for any indirect or consequential losses, or emotional damages.

15.2 Death or injury of passenger

15.2.1 Shenzhen Airlines is liable for an accident which caused by Shenzhen Airlines and its agent which leads to death or injury of passenger that occurs during the carriage by air. However, for any death or injury which occurs in the carriage arising from or aggravated by the passenger's age, mental or physical condition, Shenzhen Airlines liability should be exempted or reduced.

15.2.2 The liability of SZ Airlines for each passenger's injury or death is limited to RMB 400,000.

15.3 Loss of baggage

15.3.1 Shenzhen Airlines is liable for any destruction, loss or damage to checked baggage arising from incidents that occur in the carriage. Shenzhen Airlines is liable for any damage to carry-on baggage arising from the faults of Shenzhen Airlines or its employees or agents.

15.3.2 Shenzhen Airlines is not liable for any

destruction, loss or damage to baggage caused solely by inherent defect, contents inside, quality or vice of the baggage.

15.3.3 Shenzhen Airlines is not liable for injury or property loss caused by or arising from a passenger's own baggage. Any passenger whose property causes injury to others or damage to others' property or to the property of Shenzhen Airlines shall indemnify Shenzhen Airlines for all losses and expenses incurred by Shenzhen Airlines as a result thereof.

15.3.4 For the destruction, loss, or damage of baggage, Shenzhen Airlines shall compensate or pay the repair costs in accordance with the depreciated value of the baggage. Compensation for the loss of checked baggage shall not exceed RMB 100 per kilogram, and shall not exceed RMB 3,000 per passenger for carry-on baggage. Compensation shall be made according to the actual value in cases where the baggage value is less than this stated limit.

15.3.5 Shenzhen Airlines shall compensate passengers according to the declared value of the lost or damaged baggage in cases where value has been

declared. If the Shenzhen Airlines proves that the declared value is higher than the actual value of the baggage delivered at the destination, compensation shall be made based on the actual value.

15.3.6 For the destruction, loss, damage or delay of checked baggage or any item included in checked baggage, the weight used to determine Shenzhen Airlines' limit of liability shall be the actual weight of the damaged baggage or item. If the weight of the damaged baggage or item cannot be determined, compensation shall be subject to the maximum limit of the free baggage allowance for each passenger.

15.3.7 If items listed in article 8.5.2 of these conditions are included in checked baggage which is destroyed, lost or damaged, Shenzhen Airlines is liable in accordance with the limits of compensation liability for common baggage.

15.3.8 For domestic segments that constitute part of an international itinerary, passenger shall be entitled to the baggage compensation applicable to the international route.

15.3.9 Shenzhen Airlines will contact passenger

immediately if the lost baggage for which the passenger has been compensated is found. Passenger may reclaim the baggage and refund the compensation in full, excluding any temporary compensation. Shenzhen Airlines is entitled to pursue full compensation and loss thus led when detecting fraudulent actions on the passenger' s behalf.

15.4 Delay

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

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

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

15.5 Exemption or reduction on liability

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

15.6 Any exclusion or limitation of liability for Shenzhen Airlines shall apply to its agents, employees, representatives and any person providing equipment or

services to Shenzhen Airlines, their agents, employees and representatives. The total amount of compensation made by Shenzhen Airlines, its agents, employees, representatives and any related person shall not exceed the limit of liability for Shenzhen Airlines.

Article 16 Time Limitations on Claims and Action

16.1 If the identification baggage tag holder submits no discrepancy in writing when claiming baggage, it shall be prima facie evidence that the baggage is considered to have been completely delivered according to the contract of carriage, unless evidence to the contrary is provided.

16.2 If passenger's checked baggage is damaged, passenger must complain in writing to Shenzhen Airlines or its authorized ground service agent immediately upon discovery of the damage and at the latest, within seven (7) days from the date on which his/her checked baggage is delivered. If passenger's checked baggage is delayed, passenger must submit claim to Shenzhen Airlines or its authorized ground service agent in writing within twenty-one (21) days after checked baggage is

delivered.

16.3 Complaint must be in written form, and shall be submitted within the time limit specified above. If no complaint is made within the time specified above, no action shall lie against Shenzhen Airlines.

16.4 Any action for air carriage shall be filed within two years, from the date on which the aircraft ought to have arrived, or from the date of arrival at the destination, or from the date on which the carriage stopped.

Article 17 Adoption of Passenger's Feedback

17.1 Passenger's feedback

Shenzhen Airlines consider Passenger's opinion, suggestion, question or idea as the most valuable asset and shall be important guidance to elevate service standard. For this purpose, Shenzhen Airlines operates a 24 hour passenger's feedback hot line, to settle passengers issues which are not handled promptly and properly, and to accept commend and compliant from passengers. Normal compliant shall be responded within 5 working days.

Shenzhen Airlines passenger' s feedback hot line:
(+86)0755-95361, then press for “Opinion and
Suggestion”

Email: szaservice315@shenzhenair.com

Fax: (+86)0755-27776211

Post Mail:

Service Development Department, Room xxx, 6th
building, Shenzhen Airlines Co., Limited,
Hangzhan 4th road, Bao' an District,
Shenzhen, China
Post Code: 518128

Article 18 Effectiveness and Modification

18.1 These Conditions of Carriage will become effective from January 1, 2017. The Shenzhen Airlines General Conditions of Domestic Carriage for Passenger and Baggage published before are rescinded at the same time.

18.2 Shenzhen Airlines have the right to modify these Conditions of Carriage, regulations of carriage, tariffs and charges without prior notice. But modifications do not apply to carriage that has already

begun before such modifications are made.

18.3 No staff, authorized sales agent, authorized ground services agent or employee of Shenzhen Airlines has authority to alter, modify or waive any provision of these Conditions of Carriage.