

Shenzhen Airlines Company Limited  
General Conditions of International Carriage for  
Passenger and Baggage  
(With effect from Jan 1<sup>st</sup>, 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 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 “Convention” means whichever of the following instruments that is applicable to the contract of carriage:

- the Convention for the Unification of Certain Rules Relating to International Carriage by Air, signed at Warsaw on October 12<sup>th</sup>, 1929;

- the Warsaw Convention as amended at Hague on September 28<sup>th</sup>, 1955;

- the Convention for the Unification of Certain Rules for International Carriage by Air signed at Montreal on May 28<sup>th</sup>, 1999.

1.2 “International Air Transportation ” means transportation in which, according to the contract of

carriage , one or more places of departure, destination and agreed stopping place is/are situated outside the People’ s Republic of China.

1.3 “Domestic Portion of International Carriage” means both domestic and international portion are included in the same carriage contract, in which the domestic retention time shall not exceed 24 hours. The domestic portion is called the Domestic Portion of International Carriage.

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

1.5. “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.

1.6 “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.

1.7 “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.

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

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

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

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

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

1.13 “Passenger” means any person, except the members of the crew, carried or to be carried in an aircraft with the consent of Shenzhen Airlines.

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

1.15 “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.

1.16 “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.

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

1.18 “Flight” means an act of flying performed by Carrier along a specific air route at a specific time on a specific date.

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

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 tariff 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 Shenzhen Airlines 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 “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.

1.32 “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.

1.33 “ 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.

1.34 “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.

1.35 “ Ticket Endorsement” is the written authorization of one carrier transfer its ticket to

another carrier.

1.36 “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.

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

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

1.39 “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.

1.40 “Checked Baggage” means the baggage which you hand over to Shenzhen Airlines for carriage and for

which Shenzhen Airlines issues the Baggage Identification Tag.

1.41 “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.

1.42 “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.

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

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

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

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

1.47 “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.

1.48 “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 General principles**

Except for those specified in Article 2.2.2, 2.2.3 and 2.2.4, these Conditions apply to all international carriage by air of passengers and baggage performed by Shenzhen Airlines for reward. These conditions also apply to carriage under gratuitous fares and free fares, unless otherwise prescribed in Shenzhen Airlines regulations, relevant contracts or tickets.

### **2.2 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 or otherwise, in the charter agreement or the ticket.

### 2.3 Overriding law

To the extent that any provision contained or referred to herein is contrary to anything contained in the Convention where applicable and in any applicable laws, government regulations, orders or requirements, such provision shall not apply. The invalidity of any provision shall not affect the validity of any other provision of these Conditions.

### 2.4 Conditions prevail over regulations

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 passenger's 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 passenger holds 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 fee 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 Child and Infant Fares

Fares are subjected to tariff rules indicated when making class reservation in booking system.

#### 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,

#### 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 (e. g. 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 international 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

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.

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.

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.

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

## Article 7 Administrative Formalities

### 7.1 General rules

7.1.1 The passenger shall be solely responsible for complying with all laws, regulations, orders, demands and travel requirements of countries to be flown from, to or over.

7.1.2 Shenzhen Airlines shall not be liable for any aid or information given by any agent or employee of Shenzhen Airlines to any passenger in connection with obtaining necessary documents or visas or complying with such laws, regulations, orders, demands and requirements, whether given in writing or otherwise; or for the consequences to any passenger resulting from his/her failure to obtain such documents or visas or to comply with such laws, regulation, orders, demands, requirements, rules or instructions.

7.1.3 Shenzhen Airlines shall not be liable for the

consequences to any passenger resulting from his/her failure to obtain such documents or visas or to comply with such laws, regulations, orders, demands, requirements, rules or instructions.

## 7.2 Travel documents

7.2.1 Passenger must present all exit, entry, health and other documents required by the laws, regulations or orders of the countries or regions concerned, and permit Shenzhen Airlines to take and retain copies thereof.

7.2.2 Shenzhen Airlines reserves the right to refuse carriage if passenger has not complied with relevant laws, regulations of the countries concerned, or travel documents do not appear to be in order or do not permit Shenzhen Airlines to take and retain copies thereof.

## 7.3 Refusal of transit or entry

7.3.1 Subject to applicable laws and regulations, the passenger agrees to pay the applicable fare whenever Shenzhen Airlines, on government order, is required to return a passenger to his/her point of origin or elsewhere, owing to the passenger's

inadmissibility into a country, whether of transit or of entry.

7.3.2 Shenzhen Airlines may apply to the payment of such fare any funds paid to Shenzhen Airlines for unused carriage, or any funds of the passenger in the possession of Shenzhen Airlines.

7.3.3 The fare collected for carriage to the point of refusal of entry or deportation will not be refunded by Shenzhen Airlines.

7.4 Passenger responsible for fines, etc.

7.4.1 If Shenzhen Airlines is required to pay fines or penalties or incur expenditures because passenger fails to comply with the laws, regulations, orders, demands or other travel requirements of the country or region concerned or fail to present the required documents, passenger shall reimburse Shenzhen Airlines for all amounts so paid or expenditure so incurred.

7.4.2 Shenzhen Airlines may apply to the payment of such fare any funds paid to Shenzhen Airlines for unused carriage, or any funds of the passenger in the possession of Shenzhen Airlines.

7.4.3 To avoid loss, passenger should keep

himself/herself informed of the regulations of each country or region intends to travel to, from or through before travel.

#### 7.5 Customs inspection

7.5.1 If required, the passenger shall attend inspection of baggage, checked or unchecked, by customs or other government officials.

7.5.2 Shenzhen Airlines is not liable to the passenger for any loss or damage suffered by the passenger through failure to comply with these requirements.

#### 7.6 Security check

Passenger shall accept any security check which is required or which needs to be performed by government officials or airport staff. Shenzhen Airlines will not be responsible to passenger for any physical harm or loss of or damage to personal articles in the course of such inspection, unless such harm, loss or damage is caused by Shenzhen Airlines' fault.

### **Article 8 Limitation and Refusal of Carriage**

#### 8.1 Limitation of carriage



8.1.1 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.

8.1.2 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.

8.1.3 Passengers can consult Shenzhen Airlines of detailed carriage information for special passenger services.

8.1.4 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.

## 8.2 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.

8.3 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:

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

8.3.2 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” ;

8.3.3 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” ;

8.3.4 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 9 Carriage of Baggage

9.1 Restrictions on the packing, volume and weight of baggage

### 9.1.1 Checked baggage

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) Under piece concept, the maximum weight of each piece of ordinary checked baggage shall not exceed 32 kg (70 lb). If any baggage weighs over 32 kg (70 lb), it must be split into two pieces of baggage. For international flight, the sum of the length, width and height of each piece of ordinary checked baggage shall not exceed 203 cm (80 in including trolley and handle) but shall not be less than 60 cm (24 in).

#### 9.1.2 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 be 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 departing 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.

### 9.1.3 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.

### 9.2 Free baggage allowance and excess baggage



charges

### 9.2.1 Free baggage allowance

#### (1) First class/Business class

First Class/Business Class adult and child passengers can have two pieces of free checked baggage, each up to 32 kg (70 lbs).

#### (2) Economic class

① On the following routes, in the case of Economy Class passengers, the baggage allowance is one piece of ordinary baggage, which shall not weigh over 23 kg (50 lb):

Shenzhen Airlines-operated international route (Except Japan) .

② On the following routes, in the case of Economy Class passengers, the baggage allowance is two pieces of ordinary baggage, each of which shall not weigh over 23 kg (50 lb):

Shenzhen Airlines-operated routes involving Japan;

#### (3) Infant Ticket

In the case of passengers with infant ticket (regardless of class of service), the free baggage

allowance is 1 piece, the baggage shall not weigh over 23 kg (50 lb), and in addition, a foldable baby stroller or cradle can be checked for free.

(4) In the case of PhoenixMiles Lifetime Platinum/Platinum/Gold/Silver members flying in First Class/Business Class, in addition to the original basic baggage allowance, one additional piece of ordinary baggage can be checked for free, whose weight cannot exceed 23 kg (50 lb);

(5) In the case of Star Alliance gold members, seaman, labor, oversea students, in addition to the original class of free baggage allowance, one additional piece of ordinary baggage can be checked for free, whose weight cannot exceed 23 kg (50 lb);

The weight of the baggage shall not exceed 23 kilograms (50 lbs)

(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 service of ticket and number of seats occupied.

(11) 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.

#### 9.2.2 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) For international and regional routes, luggages are charged per piece, which is calculated on the basis of the excessive baggage rates system (overweight, oversize and over-piece). In domestic

airports, they are charged per RMB, while in overseas and regional airports, they are charged at local currency or US dollar according to local support conditions.

### 9.2.3 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 service 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.

## 9.3 Baggage Acceptance

### 9.3.1 Right to refuse carriage

(1) Shenzhen Airlines will refuse to carry as

baggage the items described in Article 9.4 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.

### 9.3.2 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.

### 9.3.3 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.

### 9.3.4 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.

#### 9.3.5 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.

#### 9.3.6 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.

#### 9.4 Items unacceptable as baggage

Passenger must not include in his/her baggage,

whether as checked baggage or unchecked baggage:

9.4.1 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.

9.4.2 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 9.6.3.

9.4.3 Items which do not meet the requirements specified in the definition of “Baggage” in 1.39 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 9.6.9 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.

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

9.5 Items prohibited from carriage as or in checked baggage:

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

9.5.2 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.

9.5.3 If Passenger includes in his/her baggage the items specified in Article 9.4 and 9.5.1 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.

#### 9.6 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.

9.6.1 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.

9.6.2 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 9.1.2, 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.

9.6.3 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.

#### 9.6.4 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. Diplomatic pouches that occupy a seat are not entitled to an additional free baggage allowance, freight is 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.

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

9.6.6 Children restrain equipment;

9.6.7 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.

9.6.8 Dry Ice;

9.6.9 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) (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.

#### 9.7 Declaration of baggage value

9.7.1 Passenger may declare a value for Checked Baggage in excess of RMB 100 per kilogram.

9.7.2 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. SZ 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.

9.7.3 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.

#### 9.8 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:

9.8.1 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.

9.8.2 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.

9.8.3 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.

## 9.9 Return of Baggage

9.9.1 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.

9.9.2 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.

9.9.3 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.

9.9.4 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 10 Schedules, Cancellation and Change of Flights

### 10.1 Schedules

10.1.1 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.

10.1.2 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.

10.1.3 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.

#### 10.2 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.

10.3 Due to any reason prescribed in Article 10.2, 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.

#### 10.4 Assistance in the case of flight disruption

##### 10.4.1 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.

#### 10.4.2 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.

#### 10.4.3 Compensation for Flight Delay

If International 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.

#### 10.4.4 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 11 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 )

#### 11.1 Voluntary change or endorsement of ticket

Shenzhen Airlines shall process in case seats are available and time is sufficient, and shall charge service fee according to tariff.

(1) Unused ticket shall be re-calculated based on fare on the date of ticket change. Partial used ticket

shall be re-calculated based on fare on the original date of ticket issuance. New fare must be equal or higher than the old one.

(2) Child ticket will be charged according to applicable discount rate.

(3) Infant ticket without occupying a seat is charge free.

(4) The balance between different fares and corresponding service fee shall be both charged

(5) Based on the changed fares calculate group, the higher rate shall be charged;

(6) Applicable service fee should be charged every time.

(7) Change of tickets must be made within the period of validity of the ticket.

#### 11.2 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 12 Refund

12.1 Shenzhen Airlines will refund a ticket or any unused portion of a ticket, in accordance with applicable rules on fares or tariff, subject to the following regulations:

12.1.1 Except as otherwise provided for in this Article, Shenzhen Airlines can make a refund either to passenger or to the person who has paid for the ticket, upon presentation of satisfactory proof of such payment and satisfactory ID.

12.1.2 If passenger are not the person who paid for the ticket and the restrictions on refund are specified on the ticket, Shenzhen Airlines will make the refund to the person who paid for the ticket or the appointee of the person who paid for the ticket in the original way the payment was made.

12.1.3 Passenger can get refund only after he/she returns the “Itinerary/Receipt of Electronic Ticket for Air Transport” to Shenzhen Airlines.

## 12.2 Voluntary Refund

12.2.1 If refund on passenger ticket is allowed based on the conditions of use of his/her ticket and the reasons for refund are not those set out in Article 12.3 Involuntary Refund, the amount of the refund will be subject to the following regulations:

(1) Voluntary Refund application shall be processed at the original ticketing place of the ticket.

(2) If no portion of the ticket has been used, an amount equal to the fare paid, less any reasonable service charges or cancellation fees;

(3) If the ticket is partially used, the refund is equal to the difference between the paid fare and the applicable fare for the used passage.

## 12.3 Involuntary Refund

12.3.1 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,

refund shall be applied as follows:

(1) Involuntary refund can only be applied at the original ticketing place.

(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.

12.3.2 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 sickness shall be applied at the original ticketing place of the ticket.

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.

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

12.5 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.

12.6 Refund object , required documents and exclusion of liability

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

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

12.6.3 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.

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

12.6.5 Shenzhen Airlines shall refund the money to applicant who presents unused electronic ticket and in comply with Article 12.6.1, 12.6.2 and 12.6.3. This shall be regarded as legitimate refund, and Shenzhen Airlines shall be excluded from liability.

12.7 Right to refuse Refund

12.7.1 Shenzhen Airlines shall refuse to refund due to reasons on applicable fares and Shenzhen Airlines

regulations.

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

## **Article 13 Overbooking**

13.1 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.

13.2 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.

13.3 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 14 Conduct onboard Aircraft

### 14.1 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.

### 14.2 Electronic devices and other types of device

For safety reasons:

14.2.1 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.

14.2.2 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.

14.2.3 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.

14.2.4 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.

14.2.5 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.

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

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

### 14.3 Non-smoking Flight

All Shenzhen Airlines flights are non-smoking

flights. Smoking is prohibited in all areas of the aircraft.

#### 14.4 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.

#### 14.5 Arrangements 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 15 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 16.2.2.

## Article 16 Liability for Damage and Limits of Compensation

### 16.1 General rules

16.1.1 International carriage herein conducted by Shenzhen Airlines is subject to the rules and limitations relating to liability established by the Convention unless such carriage is international carriage to which the Convention does not apply.

16.1.2 International carriage conducted by Shenzhen Airlines is subject to Civil Aviation Law of the People's Republic of China and applicable laws and regulations.

### 16.2 Liability

16.2.1 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.

16.2.2 Shenzhen Airlines will be liable for only the damage caused during the carriage by air as the operating carrier. If Shenzhen Airlines issue a ticket or check baggage for carriage on another carrier only as an agent for the other carrier, damage during the carriage will not be liable.

16.2.3 Shenzhen Airlines is not liable for any damage caused to passenger arising from its compliance with applicable laws or government rules and regulations, or from passenger's failure to comply with the same.

16.2.4 The liability rules of the Convention shall apply to international transport as defined in the Convention. Shenzhen Airlines shall be liable for compensation in accordance with the Montreal Convention for any damage to passengers and luggage caused by transportation which is not defined by the Convention.

16.2.5 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.

16.2.6 Any damage to passenger himself/herself or his/her baggage due to personal fault, act or omission, based on the extent, Shenzhen Airlines shall be exempted or lessened from liability for damage or the liability for damage should be reduced. In the event that passenger's personal fault, act or omission causes physical or property damage to any other persons, such passenger shall compensate Shenzhen Airlines for any and all losses caused thereby and any and all costs so incurred by Shenzhen Airlines.

16.2.7 Shenzhen Airlines shall not be liable for damage to fragile or perishable articles, money, jewelry, valuable metal, gold and silver ornament, negotiable papers, securities, or other valuables, business documents, passports and other identification documents, or samples, which are included in the passenger's checked baggage.

16.2.8 If a passenger is carried whose age or mental

or physical condition is such as to involve any hazard or risk to himself/herself, Shenzhen Airlines shall not be liable for any illness, injury or disability, including death, attributable to such condition or for the aggravation of such condition.

16.2.9 Any exclusion or limitation of liability of Shenzhen Airlines shall apply to and be for the benefit of agents, servants and representatives of Shenzhen Airlines and any person whose aircraft is used by Shenzhen Airlines and such person's agent, servants and representatives. The aggregate amount recoverable from Shenzhen Airlines and from such agents, servants, representatives and person shall not exceed the amount of Shenzhen Airlines limit of liability.

16.2.10 Unless otherwise expressly specified by applicable laws, nothing in these Conditions of Carriage shall waive any exclusion or limitation of our liability under the Convention or applicable law unless expressly so stated.

## **Article 17 Time Limitation on Claims and Action**

### **17.1 Time limit for Complaint**

If passenger' s checked baggage is damaged, passenger must complain in writing to Shenzhen Airlines 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 in writing within twenty-one (21) days after checked baggage is delivered. 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.

#### 17.2 Time limit for action

Any action for damages with respect to passenger or baggage 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 18 Adoption of Passenger's feedback**

#### 18.1 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](mailto:szaservice315@shenzhenair.com)

Fax: (+86)0755-27776211

Post Mail:

Service Development Department, Room xxx, 6<sup>th</sup>  
building, Shenzhen Airlines Co., Limited,

Hangzhan 4<sup>th</sup> road, Bao' an District,

Shenzhen, China

Post Code: 518128

## Article 19 Effectiveness and Modification

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

19.2 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.

19.3 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.