



GENERAL CONDITIONS OF CARRIAGE

<u>1</u>	<u>ARTICLE 1 DEFINITIONS</u>	<u>2</u>
<u>2</u>	<u>ARTICLE 2 APPLICABILITY</u>	<u>4</u>
<u>3</u>	<u>ARTICLE 3 TICKETS</u>	<u>4</u>
<u>4</u>	<u>ARTICLE 4 STOPOVERS</u>	<u>6</u>
<u>5</u>	<u>ARTICLE 5 FARES AND CHARGES</u>	<u>6</u>
<u>6</u>	<u>ARTICLE 6 RESERVATIONS</u>	<u>7</u>
<u>7</u>	<u>ARTICLE 7 CHECK-IN</u>	<u>9</u>
<u>8</u>	<u>ARTICLE 8 REFUSAL AND LIMITATION OF CARRIAGE.....</u>	<u>9</u>
<u>9</u>	<u>ARTICLE 9 BAGGAGE</u>	<u>10</u>
<u>10</u>	<u>ARTICLE 10 SCHEDULES, CANCELLATION OF FLIGHTS</u>	<u>13</u>
<u>11</u>	<u>ARTICLE 11 REFUNDS</u>	<u>14</u>
<u>12</u>	<u>ARTICLE 12 CONDUCT ONBOARD AIRCRAFT</u>	<u>16</u>
<u>13</u>	<u>ARTICLE 13 ARRANGEMENTS BY CARRIER.....</u>	<u>16</u>
<u>14</u>	<u>ARTICLE 14 ADMINISTRATIVE FORMALITIES</u>	<u>16</u>
<u>15</u>	<u>ARTICLE 15 SUCCESSIVE CARRIERS</u>	<u>17</u>
<u>16</u>	<u>ARTICLE 16 LIABILITY FOR DAMAGE</u>	<u>17</u>
<u>17</u>	<u>ARTICLE 17 TIME LIMITS FOR BAGGAGE COMPLAINTS.....</u>	<u>19</u>
<u>18</u>	<u>ARTICLE 18 LIMITATION OF ACTIONS</u>	<u>19</u>
<u>19</u>	<u>ARTICLE 19 MODIFICATION AND WAIVER</u>	<u>20</u>

1 Article 1 DEFINITIONS

"AGREED STOPPING PLACES" means those places, except the place of departure and the place of destination, set forth in the ticket or shown in Carrier's timetables as scheduled stopping places on the Passenger's route.

"AIRLINE DESIGNATOR CODES" means the two or three letters or the letter and number which identify particular Carriers.

AGENT means the capacity in which CAL is acting when facilitating the sale of certain services. As an agent for third parties CAL is not a principal to any contract.

"AUTHORISED AGENT" means a passenger sales agent who has been appointed by Carrier to represent Carrier in the sale of air passenger transportation over the services of the Carrier and, when authorized, over the services of other air Carriers.

"BAGGAGE" means personal property accompanying a Passenger on flight. Unless otherwise specified, it includes both Checked and Unchecked Baggage of the Passenger.

"BAGGAGE CHECK" means those portions of the Ticket which relate to the carriage of Passenger's Checked Baggage.

"BAGGAGE IDENTIFICATION TAG" means a document issued by Carrier solely for identification of each piece of Checked Baggage.

"CAL" means CHINA AIRLINES, LTD.

"CARRIER" includes CAL and other air carrier issuing the ticket and all air carriers that carry or undertake to carry the Passenger and/or his Baggage, or perform or undertake to perform any other services related to such air carriage.

"CARRIER'S REGULATIONS" means rules, other than these Conditions of Carriage, published by Carrier and in effect on date of ticket issue, governing carriage of Passengers and/or Baggage and shall include any applicable tariffs in force.

"CHECKED BAGGAGE" means Baggage of which Carrier takes sole custody and for which Carrier has issued a Baggage Check or Baggage Identification Tag or both (Checked Baggage travels in the hold of the aircraft).

"CHECK-IN DEADLINE" means the time limit Carrier has set by which Passenger must have completed check-in and received a boarding pass.

"CONDITIONS OF CARRIAGE" means these conditions of carriage or another Carrier's conditions of carriage as the case may be.

"CONNECTING FLIGHT" means a subsequent flight providing onward travel on the same ticket or on a conjunction ticket.

"CONJUNCTION TICKET" means a ticket issued to a Passenger in conjunction with another ticket which together constitute a single contract of carriage.

"CONVENTION" means whichever of the following instruments is applicable to the contract of carriage:

the Convention for the Unification of Certain Rules Relating to International Carriage by Air, signed at Warsaw, 12 October 1929 (hereinafter referred to as the Warsaw Convention);
the Warsaw Convention as amended at The Hague on 28 September 1955;
the Warsaw Convention as amended by Additional Protocol No.1 of Montreal 1975;
the Warsaw Convention as amended at The Hague 1955 and by Additional Protocol No.2 of Montreal 1975;

the Warsaw Convention as amended at The Hague 1955 and by Additional Protocol No.3 of Montreal 1975;
the Warsaw Convention as amended at The Hague and by Additional Protocol No.4 of Montreal 1975;
The Convention for the Unification of certain rules for international carriage by air, signed at Montreal, 28 May 1999 (hereinafter referred to as the Montreal Convention).

"DAMAGE" includes death, injury, delay, loss, partial loss or other damage of whatsoever nature arising out of or in connection with carriage or other identical services performed by CAL.

"DAYS" means calendar days, including all seven days of the week; provided that, for the purpose of notification, the day upon which notice is dispatched shall not be counted; and that for purposes of determining duration of validity the day upon which the ticket is issued, or flight commenced, shall not be counted.

"ELECTRONIC COUPON" means an electronic Flight Coupon or other value document held in Carrier's database.

"ELECTRONIC TICKET" means the Itinerary/Receipt, the Electronic Coupons and, if applicable, a boarding document issued by or on behalf of Carrier.

"EVENTS BEYOND YOUR CONTROL" means unusual and unforeseeable circumstances which Passenger cannot control and the consequences of which Passenger could not have avoided even if Passenger had taken all due care.

"FARE" means the amount paid or to be paid for the relevant flight.

"FLIGHT COUPON" means that portion of the ticket that bears the notation "good for passage". In the case of an "electronic ticket", it means the Electronic Coupon, and indicates the particular places between which Passenger is entitled to be carried.

"ITINERARY/RECEIPT" means a document or documents forming part of the Electronic Ticket which contains the information and notices required under Paragraph 6.2.1.7 of IATA Resolution 722f.

"PASSENGER" means any person holding a valid ticket who is carried, or is to be carried on an aircraft, except members of the operating crew..

"PASSENGER COUPON" or "PASSENGER RECEIPT" means that portion of the ticket issued by or on behalf of Carrier, which is so marked and which ultimately is to be retained by the Passenger.

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

"STOPOVER" means a scheduled stop on Passenger's journey at a point between the place of departure and the place of destination.

"TARRIFF" means the published fares, charges and related Conditions of Carriage of an Airline which have been filed, where required, with the appropriate authorities.

"TICKET" means either the document entitled "Passenger Ticket and Baggage Check" or the Electronic Ticket, in each case issued by or on behalf of Carrier.

"UNCHECKED BAGGAGE" means any Baggage of the Passenger other than Checked Baggage.

"VALIDITY PERIOD" means the period for which Passenger's ticket is valid for travel.

2 Article 2 APPLICABILITY

2.1 General

2.1.1 Except as provided in 2.2-2.5, these Conditions of Carriage apply to all carriage by air of Passengers and Baggage, performed by CAL for reward.

2.1.2 These Conditions also apply to gratuitous and reduced fare carriage except to the extent that CAL has provided otherwise in its Carrier's Regulations or in the relevant contracts, passes or tickets.

2.2 Code-shares

On certain services CAL has arrangements with other airlines known as Code Shares. This means that, even if the Passenger has a reservation with CAL the flight may be operated by another Carrier on that Carrier's aircraft. If a Code Share applies to the flight, CAL or its authorized agents will let the Passenger know at the time the Passenger makes a reservation. These Conditions of Carriage apply to travel on CAL's flights or flight segments, where China Airlines or the designator code 'CI' is shown as the Carrier on the Ticket, and in any case where CAL has a legal liability to the Passenger in relation to his or her carriage by air.

In the event of lengthy tarmac delays to code-share flights at an airport in the USA, the operating carrier's Tarmac Delay Contingency Plan will govern Passenger's rights, if different from the marketing carrier.

2.3 Carriage to/from USA and Canada

2.3.1 Carriage to/from Canada - these Conditions apply to carriage between places in Canada or between a place in Canada and any place outside thereof, only to the extent they are incorporated in tariffs in force in Canada.

2.3.2 Carriage to/from USA - these Conditions do not apply to air transportation as defined in the U.S. Federal Aviation Act of 1958.

2.4 Charters

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.

2.5 Overriding Law

To the extent that any provision contained or referred to herein is contrary to anything contained in the Convention, where applicable and any applicable laws, governments regulations, orders or requirements that cannot be waived by agreement of the parties, such provision shall not apply. The invalidity of any provision shall not affect the validity of any other provision.

2.6 Conditions Prevail Over Regulations

Except as provided herein, in the event of inconsistency between these Conditions of Carriage and Carrier's Regulations, these Conditions shall prevail, except where tariffs in force in the United States or Canada apply, in which case the tariffs shall prevail.

3 Article 3 TICKETS

3.1 Ticket Prima Facie Evidence of Contract

3.1.1 The Ticket constitutes prima facie evidence of the contract of carriage between Carrier and the Passenger named on the Ticket. The Carrier will provide carriage only to the Passenger holding such ticket, or holding, as proof of payment or part payment, any other document issued by the Carrier or its Authorized Agent. The Ticket is and remains at all times the property of the issuing Carrier. The conditions of contract contained in the Ticket are a summary of some of the provisions of these Conditions of Carriage.

3.1.2 Requirement for Ticket

Except in the case of an Electronic Ticket, a person shall not be entitled to be carried on a flight unless that person presents a ticket valid and duly issued in accordance with Carrier's Regulations and containing the Flight Coupon for that flight and all other unused Flight Coupons and the Passenger Coupon. A Passenger shall furthermore not be entitled to be carried if the Ticket presented is mutilated or if it has been altered otherwise than by Carrier or its Authorized Agent. In the case of an Electronic Ticket, a person shall not be entitled to be carried on a flight unless that person provides positive identification and has a Ticket valid and duly issued in accordance with Carrier's Regulations and contained in Carrier's database.

3.1.3 Loss, etc. of Ticket

In case of loss or mutilation of a Ticket, or part thereof, or non-presentation of a Ticket containing the Passenger Coupon and all unused Flight Coupons, the issuing Carrier may at the Passenger's request and subject to Carrier's Regulations, replace such Ticket or part thereof by issuing a new ticket on receipt of proof satisfactory to Carrier that a Ticket valid for the flights in question was duly issued, provided that the Passenger undertakes in such form as may be prescribed by Carrier to pay to Carrier the fare applicable to the new Ticket in the event, and to the extent, that the lost or missing Ticket or the missing Flight Coupons are used by any person, or that refund in respect thereof is made to any person. The issuing Carrier may charge a service fee for this service, as set out in our Carrier Regulations, unless the loss or mutilation was due to the negligence of the issuing Carrier.

3.1.4 Ticket not transferable

A Ticket is not transferable. If someone other than the person entitled to be carried on a Ticket travels pursuant to that Ticket or is given a refund in connection therewith, the Carrier shall not be liable to the person so entitled if in good faith it provides carriage, or makes a refund. If a Ticket is presented by someone other than the person entitled to be carried or to a refund in connection therewith, Carrier shall not be liable to the person so entitled if in good faith it provides carriage or makes a refund to the person presenting the Ticket.

3.2 Period of Validity

A Ticket is valid for carriage for one year from the date of commencement of travel or if no portion of the Ticket is used, from the date of issue, except as otherwise provided in the Ticket, these Conditions of Carriage or Carrier's Regulations.

3.2.1 If a Passenger is prevented from traveling within the period of validity of the Ticket because CAL:

- 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; or
 - e) substitutes a different class of service; or
 - f) is unable to provide previously confirmed space;
- the validity of such Passenger's Ticket will be extended until CAL's first flight on which space is available in the class of service for which the fare has been paid.

3.2.1.1 When a Passenger is prevented from traveling within the period of validity of the Ticket because at the time such Passenger requests reservations CAL is unable to provide space on the flight, the validity of such Passenger's Ticket will be extended in

accordance with CAL's regulations.

3.2.1.2 When a Passenger, after having commenced his or her journey, is prevented from travelling within the period of validity of the ticket by reason of illness, CAL will extend, (provided such extension is not precluded by Carrier's Regulations applicable to the fare paid by the Passenger) the period of validity of such Passenger's Ticket until the date when the Passenger becomes fit to travel according to a medical certificate, or until Carrier's first flight after such date from the point where the journey is resumed on which space is available in the class of service for which the fare has been paid. When the flight coupons remaining in the Ticket, or in the case of an Electronic Ticket, the Electronic Coupon, involve one or more stopover, the validity of such Ticket, subject to Carrier's Regulations, will be extended for not more than three months from the date shown on such certificate. Notwithstanding the above, when the fare paid is a special fare with validity shorter than that of normal fare, the validity of such ticket will be extended for not more than seven days. In such circumstances, Carrier will extend similarly the period of validity of Tickets of other members of the Passenger's immediate family accompanying an incapacitated Passenger.

3.2.1.3 In the event of death of a Passenger en route, the Tickets of the persons accompanying the Passenger may be modified by waiving the minimum stay or extending the validity. In the event of a death in the immediate family of a Passenger who has commenced travel, the validity of the Passenger's Tickets and those of his or her immediate family accompanying the Passenger may be likewise modified. Any such modification shall be made upon receipt of a proper death certificate and any such extension of validity shall not be for a period longer than forty-five (45) days from the date of the death.

3.3 Flight Coupon Sequence

3.3.1 CAL will honour Flight Coupons, or in the case of an Electronic Ticket, an Electronic Coupon, only in sequence from the place of departure as shown on the Ticket.

3.3.2 The Ticket may not be valid and CAL may not honour the Passenger's Ticket if the first flight coupon, or in the case of an Electronic Ticket, an Electronic Coupon, for international travel has not been used and the Passenger commences his or her journey at any stopover or agreed stopping place.

3.3.3 Each Flight Coupon, or in the case of an Electronic Ticket, an Electronic Coupon; will be accepted for carriage in the class of service specified therein on the date and flight for which accommodation has been reserved. When Flight Coupons, or in the case of an Electronic Ticket, an Electronic Coupon, are issued without a reservation being specified thereon, space will be reserved on application subject to the conditions of the relevant fare and the availability of space on the flight applied for.

3.4 Name and Address of Carrier

CAL's name may be abbreviated to the CAL Airline Designator Code on the Ticket. CAL's address is No.1, Hangzhan S. Rd, Dayuan Township, Taoyuan County 33758, Taiwan, R.O.C.

4 Article 4 STOPOVERS

Stopovers may be permitted at agreed stopping places subject to government requirements and Carrier's Regulations. Stopovers will be permitted only if arranged with Carrier in advance and specified on the ticket.

5 Article 5 FARES and CHARGES

5.1 General

Fares apply only for carriage from the airport at the point of origin to the airport at the point of destination. Fares do not include ground transport service between airports, and between airports and town terminals unless provided by Carrier without additional charge.

5.2 Applicable Fares

When the Passenger makes a booking, CAL or its agent will notify the Passenger of the applicable Fare to be paid. If the booking is made for a flight to or from the United States and is made at least one week prior to the flight departure date, CAL will hold the booking for a period of 24 hours, after which time payment will become immediately due. If the booking for the flight to or from the United States is made within one week of the flight departure date, payment will become due immediately.

5.3 In all circumstances whereby payment is not made in accordance with Article 5.2, whether with CAL's agreement or otherwise, the Fare quoted by CAL, at the time of making the reservation shall be given for information purposes only and is subject to change at any time prior to payment being made.

5.4 Routing

Unless otherwise provided in Carrier's Regulations, Fares apply only to routings published in connection therewith. If there is more than one routing at the same Fare, the Passenger may specify the routing prior to issue of the Ticket. If no routing is specified, Carrier may determine the routing.

5.5 Taxes and Charges

5.5.1 Any tax or charge imposed by government or other authority, in respect of a Passenger or the use by a Passenger of any services or facilities will be in addition to the published Fares and charges and shall be payable by the Passenger, except as otherwise provided in Carrier's Regulations.

5.5.2 CAL will state any taxes, fees and charges which are not included in the Fare and they will normally be shown separately on the Ticket.

5.5.3 Government-imposed taxes and fees change constantly and can be imposed or altered after the date the Ticket has been issued. Passengers are advised at the time of purchase of the potential for an increase or imposition of such taxes or fees after the Ticket has been purchased, and can consent to CAL collecting these increases from the Passenger.

5.5.4 Similarly, if any taxes or fees paid when the Ticket was issued are subsequently abolished or reduced, the Passenger will be entitled to a refund. If a Ticket has not been utilised, the Passenger will be entitled to claim a refund of any unused taxes, fees and charges which had been paid, less a reasonable service charge.

5.6 Currency

Fares and charges are payable in any currency acceptable to Carrier. When payment is made in a currency other than the currency in which the Fare is published, such payment will be made at the rate of exchange established in accordance with Carrier's Regulations.

6 Article 6 RESERVATIONS

6.1 Reservation Requirements

6.1.1 Reservations are not confirmed until recorded as accepted by Carrier or its Authorized Agent.

6.1.2 As provided in the Carrier's Regulations, certain Fares may have conditions which limit or exclude the Passenger's right to change or cancel reservations.

Notwithstanding the foregoing, if the booking is made for a flight to or from the United States a Passenger may hold a reservation at the quoted fare without payment, or cancel the reservation without penalty, for at least twenty-four hours after the reservation is made if the reservation is

made one week or more prior to a flight's departure.

- 6.1.3 If the booking for the flight to or from the United States has been made more than one week prior to the scheduled departure date, the Passenger may cancel within 24 hours of the booking being made and receive a full refund.

6.2 Ticketing Time Limits

If a Passenger has not paid for the Ticket (or made credit arrangements with the Carrier) prior to the specified ticketing time limit, the Carrier may cancel the reservation.

6.3 Personal Data

- 6.3.1 The Passenger recognises that personal data has been given to the Carrier for the purposes of making a reservation and issuing a Ticket, providing the Passenger with transportation and any related services and facilities, accounting, billing and auditing, verifying and screening credit or other payment cards, immigration and customs control, safety, security, health, administrative and legal purposes, statistical and marketing analysis; operating frequent flyer programmes, systems testing, maintenance and development, customer relations, assisting the Carrier in future dealings with Passenger, and direct marketing and market research (which Carrier will only do at Passenger's request or with Passenger's consent).
- 6.3.2 CAL may release Passenger's personal information to CAL's subsidiary companies, Carriers and other companies involved in providing the Passenger with transportation or related services and facilities, alliance partners, data processors, agents, government enforcement agencies, and credit and other payment companies and screening companies. Subject to the applicable national laws, the Passenger may access their personal data held by CAL. Where the Passenger believes the information is inaccurate, the Passenger can contact CAL to update the information.

6.4 Seating

The Carrier does not guarantee to provide any particular seat in the aircraft and the Passenger agrees to accept any seat that may be allotted on the flight. Where the Carrier is unable to provide a seat in the booked cabin, the Carrier will act in accordance with the applicable domestic law or regulations.

6.5 Service Charge When Space Not Occupied

A service charge, in accordance with Carrier's Regulations, may be payable by a Passenger who fails to arrive at Carrier's check-in location at the airport or other point of departure by appropriate time and place for carriage or appears improperly documented and not ready to travel on the flight for which space has been reserved for him, or who cancels his reservation later than the time limit for cancellation prescribed in Carrier's Regulations, The service charge may not be payable if the Passenger's failure to cancel his reservation or to arrive in time is due to a flight delay or cancellation, or omission of a scheduled stop, or failure to provide reserved space for medical reasons supported by a doctor's certificate.

6.6 Reconfirmation of Reservations

Onward or return reservations may be subject to the requirement to reconfirm the reservation in accordance with and within the time limits specified in Carrier's Regulations. Failure to comply with any such requirement may result in cancellation of any onward or return reservations.

6.7 Cancellation of Onward Reservations Made by Carrier

If a Passenger does not use a reservation and fails to advise Carrier, Carrier may cancel or request cancellation of any onward or return reservations.

6.8 Passengers requiring advance arrangements

- 6.8.1 Passengers with a disability, permanent reduction in mobility or temporary reduction in mobility and unaccompanied minors, should contact CAL a minimum of 48 hours in advance

with details of any assistance required and as to the carriage of any mobility aids. In the event notification is received from the Passenger less than 48 hours prior to the scheduled time of departure, CAL will make all reasonable efforts to ensure the assistance is in place. Where responsibility for the provision of assistance is assigned to other bodies by virtue of governing law, CAL shall not be liable for any failings in the provision of assistance, unless the governing law provides as such.

- 6.8.2 Carrier may decide not to carry unaccompanied children, pregnant women or Passengers who are ill if arrangements to carry them have not been made before check-in.

7 Article 7 CHECK-IN

7.1 Check-in at a desk or at an airport kiosk

The Passenger shall arrive at CAL's check-in location or on certain routes, and where available, at a kiosk located in the designated check-in area, and boarding gate sufficiently in advance of flight departure to permit completion of any government formalities and departure procedures, and in any event, not later than the Check-in Deadline that may be indicated by CAL. If the Passenger fails to arrive in time at CAL's check-in location or boarding gate or appears improperly documented and not ready to travel, CAL may cancel the space reserved for the Passenger and will not delay the flight. CAL reserves the right not to accept any Passenger for travel if the Passenger fails to present himself/herself for travel at the check-in desk by the Check-in Deadline. CAL is not liable to the Passenger for loss or expense due to the Passenger's failure to comply with the provisions of this Article.

7.2 Check-in online

On certain routes, online check-in may be available. Where applicable, the Passenger may check-in online and print out a boarding pass not later than the time specified by CAL. The Passenger may proceed straight to security on arrival at the airport and must be present at the boarding gate ready for boarding in accordance with 7.1. If the Passenger fails to arrive in time at the boarding gate or appears improperly documented and not ready to travel, CAL may cancel the space reserved for the Passenger and will not delay the flight. CAL is not liable to the Passenger for loss or expense due to the Passenger's failure to comply with the provisions of this Article.

Where online check-in is not available or is not completed, the Passenger must check-in in accordance with 7.1. Online check-in will only be completed once all the on-screen formalities have been completed. Where the Passenger checks-in online and has Baggage to be checked-in, the Passenger must proceed to the bag-drop desk not later than the time indicated by CAL to check-in the Baggage. The bag-drop desk will close at the same time check-in at the airport closes.

8 Article 8 REFUSAL AND LIMITATION OF CARRIAGE

8.1 Right to Refuse Carriage

Unless contrary to any provision of national or international law, CAL may refuse carriage of any Passenger or Passenger's Baggage for reasons of safety or if, the Passenger has breached any terms of these Conditions of Carriage, or

- 8.1.1 such action is necessary in order to comply with any applicable laws, regulations, or orders of any state or country to be flown from, into or over; or

- 8.1.2 the conduct, age, or mental or physical state of the Passenger is such as to:

8.1.2.1 require special assistance from CAL (not including those arrangements provided for in Article 6.8), or

8.1.2.2 cause discomfort or make himself or herself objectionable to other Passengers or

8.1.2.3 involve any hazard or risk to himself or herself or to other persons or to property; or

- 8.1.3 such action is necessary because the Passenger has failed to observe the lawful instructions of CAL; or
- 8.1.4 the Passenger has refused to submit to a security check or
- 8.1.5 the applicable Fare or any charges or taxes payable have not been paid, or credit arrangements agreed between Carrier and the Passenger (or the person paying for the Ticket) have not been complied with; or
 - 8.1.5.1 the Passenger does not appear to be properly documented; or
 - 8.1.5.2 the Passenger may seek to enter a country through which he or she is in transit, or
 - 8.1.5.3 the Passenger may destroy his or her documentation during flight, or
 - 8.1.5.4 the Passenger will not surrender travel documents to be held by the flight crew, against receipt, when so requested by CAL; or
- 8.1.6 the Ticket:
 - 8.1.6.1 has been acquired unlawfully or has been purchased from an entity other than the issuing Carrier or its Authorized Agent, or
 - 8.1.6.2 has been reported as being lost or stolen, or
 - 8.1.6.3 is a counterfeit Ticket, or
 - 8.1.6.4 any flight or Electronic Coupon has been altered by anyone other than Carrier or its Authorised Agent, or in the case of a Flight Coupon, has been mutilated, and CAL reserves the right to retain such Ticket.
- 8.1.7 The person presenting the Ticket cannot prove that he she is the person named in the Ticket. CAL reserves the right to retain such paper Ticket.

9 Article 9 BAGGAGE

9.1 Items Unacceptable as Baggage

- 9.1.1 The Passenger shall not include in his or her Baggage:
 - 9.1.1.1 items which do not constitute Baggage as defined in Article 1 hereof;
 - 9.1.1.2 items which are likely to endanger the aircraft or persons or property on board the aircraft, such as those specified in the Safe Transport of Dangerous Goods Regulations of the International Civil Aviation Organization (ICAO) and the International Air Transport Association (IATA), Dangerous Goods Regulations, and in the Carrier's Regulations (further information is available from the Carrier's on request) ;
 - 9.1.1.3 items which are prohibited for carriage by the applicable laws, regulations or orders of any state to be flown from, to or over;
 - 9.1.1.4 items which are unsuitable for carriage by reason of their weight, size or character or do not conform with CAL's Baggage rules, as set out in the Carrier's Regulations;
 - 9.1.1.5 live animals, except as provided for in 9.10.
- 9.1.2 Firearms and ammunition other than for hunting and sporting purposes are prohibited from carriage as Baggage. Firearms and ammunition for hunting and sporting purposes may be

accepted as Checked Baggage in accordance with the Carrier's Regulations. Firearms must be unloaded with the safety catch on, and suitably packed. Carriage of ammunition is subject to ICAO and IATA regulations as specified in 9.1.1.2.

- 9.1.3 The Passenger shall not include in Checked Baggage, fragile or perishable items, money, jewelry, precious metals, silverware, negotiable papers, securities or other valuables, business documents, passports and other identification documents or samples.
- 9.1.4 Weapons such as antique firearms, swords, knives and similar items may be accepted as Checked Baggage, in accordance with the Carrier's Regulations or national laws, but will not be permitted in the cabin.
- 9.1.5 If any items referred to in 9.1.1 or 9.1.2 are carried whether or not they are prohibited from carriage as Baggage, the carriage thereof shall be subject to the charges, limitations of liability and other provisions of these Conditions of Carriage applicable to the carriage of Baggage.

9.2 Right to Refuse Carriage

- 9.2.1 CAL may refuse carriage as Baggage of such items described in 9.1 as are prohibited from carriage as Baggage and may refuse further carriage of any such items on discovery thereof.
- 9.2.2 CAL may refuse Carriage as Baggage any item because of its size, shape, weight or character.
- 9.2.3 Unless advance arrangements for its carriage have been made with CAL, CAL may carry on later flights Baggage which is in excess of the applicable free allowance.
- 9.2.4 CAL may refuse to accept Baggage as Checked Baggage unless it is properly packed in suitcases or other suitable containers to ensure safe carriage with ordinary care in handling.
- 9.2.5 CAL may refuse Carriage as Baggage if the Passenger has refused to allow CAL to carry out the necessary safety and security checks.
- 9.2.6 CAL may refuse carriage as Baggage if the applicable fare or any charges or taxes payable have not been paid, or credit arrangements agreed between CAL and the Passenger (or the person paying for the Ticket) have not been complied with.

9.3 Right of Search

For reasons of safety and security, CAL may request the Passenger to permit a search to be made of his or her person and his or her Baggage, and may search or have searched the Passenger's Baggage in his or her absence if the Passenger is not available, for the purpose of determining whether he or she is in possession of or whether his or her Baggage contains any item described in 9.1.1 or any arms or munitions which have not been presented to CAL in accordance with 9.1.2. If the Passenger is unwilling to comply with such request CAL may refuse to carry the Passenger and/or Baggage.

9.4 Checked Baggage

- 9.4.1 Upon delivery to CAL of Baggage to be checked, CAL shall take custody of the Baggage and issue a Baggage Identification Tag for each piece of Checked Baggage.
- 9.4.2 If Baggage has no name, initials or other personal identification, the Passenger shall affix such identification to the Baggage prior to acceptance.
- 9.4.3 Checked Baggage will be carried on the same aircraft as the Passenger unless CAL decides that it is impracticable, in which case CAL will carry the Checked Baggage on CAL's next flight on which space is available.

9.5 Free Baggage Allowance

Passengers may carry free of charge Baggage as specified and subject to the conditions and limitation in Carrier's Regulations. Where two or more Passengers traveling as one party to a common destination or point of stopover by the same flight present themselves and their Baggage for traveling at the same time and place they shall be permitted a total free Baggage allowance equal to the combination for their individual free Baggage allowances, as documented on their Ticket or electronic booking confirmation.

9.5.1 Mobility Aids.

The following is only applicable to flights departing from, transiting through or arriving at an airport within the European Union.

Subject to advance notice of 48 hours, possible limitations of space and relevant legislation concerning dangerous goods, Passengers with reduced mobility are permitted to carry two mobility aids, free of charge, in addition to the Passengers free Baggage allowance as set out in Carrier's Regulations

9.6 Excess Baggage

A Passenger shall pay a charge for the carriage of Baggage in excess of the free Baggage allowance at the rate and in the manner provided in Carrier's Regulations.

9.7 Excess Value Declaration and Charge

9.7.1 A Passenger may declare a value for Checked Baggage in excess of the Carrier's maximum liability, as set out in Article 16 of these Conditions of Carriage. When such declaration is made, subject to the valuation limits described in 9.7.2, a charge for such excess value will be payable to CAL as set out in the Carrier's Regulations. CAL will not accept declaration of excess value in the case of Unchecked Baggage or other property.

9.7.2 No Baggage or other property of any one Passenger having a declared value in excess of US\$2,500 will be accepted for carriage by CAL, unless special arrangements have been made in advance.

9.7.3 CAL will refuse to accept an excess value declaration on Checked Baggage when a portion of the carriage is to be provided by another Carrier which does not offer the facility.

9.8 Unchecked Baggage

9.8.1 Baggage which the Passenger carries on to the aircraft must fit under the seat in front of the Passenger or in an enclosed storage compartment in the cabin. Items of weight or size in excess of those set out in the Carrier's Regulations will not be permitted in the cabin.

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

9.9 Collection and Delivery of Baggage

9.9.1 The Passenger shall collect his or her Baggage as soon as it is available for collection at places of destinations or stopover.

9.9.2 Only the bearer of the Baggage Check and Baggage Identification Tag, delivered to the Passenger at the time the Baggage was checked, is entitled to delivery of Baggage. Failure to exhibit the Baggage Identification Tag shall not prevent delivery provided the Baggage Check is produced and the Baggage is identified by other means.

- 9.9.3 If a person claiming the Baggage is unable to produce the Baggage Check and identify the Baggage by means of a Baggage Identification Tag, CAL will deliver the Baggage to such person only on condition that he or she establishes to CAL's satisfaction his or her right thereto, and if required by CAL, such person shall furnish adequate security to indemnify CAL for any loss, damage or expense which may be incurred by CAL as a result of such delivery.
- 9.9.4 Acceptance of Baggage by the bearer of the Baggage Check without complaint at the time of delivery is prima facie evidence that the Baggage has been delivered in good condition and in accordance with the contract of carriage

9.10 Animals

- 9.10.1 Animals such as dogs, cats, household birds and other pets, when properly crated and accompanied by valid health and vaccination certificates, entry permits, and other documents required by countries of entry or transit will, with the advance agreement of CAL, be accepted for carriage, subject to Carrier's Regulations.
- 9.10.2 If accepted as Baggage, the animal, together with its container and food, shall not be included in the free Baggage allowance of the Passenger but constitute excess Baggage, for which the Passenger shall pay the applicable rate.
- 9.10.3 Guide dogs accompanying sight/hearing impaired and physically handicapped Passengers together with containers and food, will be carried free of charge in addition to the normal free Baggage allowance, subject to national laws or Carrier's Regulations.
- 9.10.4 Carriage of animals is subject to the condition that the Passenger assumes full responsibility for such animal. CAL shall not be liable for injury to or loss, delay, sickness or death of such animal in the event that it is refused entry into or passage through any country, state or territory.

9.11 Flights to, from, through the USA

- 9.11.1 For a Passenger whose ultimate ticketed origin or destination is a U.S. point, the Passenger will be subject to Baggage allowances and fees that apply at the beginning of his or her Itinerary throughout the entire Itinerary. In the case of code-share flights that form part of an Itinerary whose ultimate ticketed origin or destination is a U.S. point, the Passenger will be subject to the Baggage allowances and fees of the marketing Carrier through the Itinerary to the extent they differ from those of any operating Carrier.

10 Article 10 SCHEDULES, CANCELLATION OF FLIGHTS

10.1 Schedules

CAL undertakes to use its best efforts to carry the Passenger and his or her Baggage with reasonable dispatch and to adhere to published schedules in effect on the date of travel. Except where prohibited by law times shown in the timetables or elsewhere are not guaranteed and do not form part of the contract of carriage.

Except in the case of its acts or omissions done with intent to cause damage or recklessly and with knowledge that damage would probably result, Carrier shall not be liable for errors or omissions in timetables or other published schedules.

10.2 Cancellation, Changes of Schedule, etc.

- 10.2.1 When circumstances so require, Carrier may without notice substitute alternate Carriers or aircraft, or cancel, terminate, divert, postpone or delay any flight or the further right of carriage or reservation of traffic accommodation and determine if any departure or landing should be made, without any liability except to refund in accordance with these Conditions of Carriage and the laws, regulations and orders of the country where the flight is departing, the fare and Baggage charges for any unused portion of the ticket, if it considers that it would be advisable to do so:

- 10.2.1.1 because of any fact beyond its control (including, but without limitation, meteorological conditions, acts of God, force majeure, strikes, riots, civil commotion,

embargoes, wars, hostilities, disturbances, or unsettled international conditions) actual, threatened or reported, or because of any delay, demand, condition, circumstance or requirement due, directly or indirectly, to such fact; or

10.2.1.2 because of any fact not reasonably to be foreseen, anticipated or predicted; or

10.2.1.3 because of any government regulations, demand or requirement; or

10.2.1.4 because of shortage of labour, fuel or facilities, labour difficulties of Carrier or others.

10.2.2 If due to circumstances beyond its control CAL cancels or delays a flight, is unable to provide previously confirmed space, fails to stop at a Passenger's stopover or destination point, or causes the Passenger to miss a connecting flight on which the Passenger holds a reservation, CAL will abide by the laws, regulations and orders of the country where the flight is cancelled or delayed, and shall either:

10.2.2.1 Carry the Passenger on another of its scheduled Passenger services on which space is available; or

10.2.2.2 Reroute the Passenger to the destination indicated on the ticket or applicable portion thereof by its own scheduled services or the scheduled services of another Carrier, or by means of surface transportation. If the sum of the fare, excess Baggage charge and any applicable service charge for the revised routing is higher than the refund value of the ticket or applicable portion thereof, CAL shall require no additional fare or charge from the Passenger, and shall refund the difference if the fare and charges for the revised routing are lower; or

10.2.2.3 Make a refund in accordance with the provisions of Article 11 and shall be under no further liability to the Passenger.

10.3 Denied Boarding

10.3.1 Passengers who are denied boarding on a scheduled flight are entitled to compensation in compliance with all laws, regulations or orders of the country where the Passenger was denied boarding. In order to qualify for compensation, such Passengers must be in possession of a valid Ticket with a confirmed reservation for the particular flight shown on that Ticket. They must also have presented themselves for check-in within the stipulated time limits and be in possession of the necessary travel documents, according to carrier's Regulations.

10.3.2 Before denying boarding to any Passenger, CAL or its handling agent, may call for volunteers to surrender their bookings. Any Passenger who accepts the denied boarding compensation does so in full and final settlement of any and all claims against CAL.

11 Article 11 REFUNDS

11.1 General

On failure by Carrier to provide carriage in accordance with the contract of carriage, or where a Passenger requests a voluntary change of his or her arrangements, refund for an unused ticket or portion thereof shall be made by Carrier in accordance with this Article and with Carrier's Regulations.

11.2 Person to Whom Refund Will Be Made

11.2.1 Except as provided in this Article, CAL shall make refund either to the person named in the Ticket, or to the person who has paid for the Ticket upon presentation of satisfactory proof.

11.2.2 If a Ticket has been paid for by a person other than the Passenger named in the Ticket, and the Carrier has indicated on the Ticket that there is a restriction on refund, Carrier shall make a refund only to the person paying for the Ticket.

11.2.3 Except in the case of lost Tickets, refunds will only be made on surrender to the Carrier of the Passenger Coupon or Passenger Receipt and surrender of all unused Flight Coupons.

11.2.4 A refund made to anyone presenting the Passenger Coupon or Passenger Receipt and all unused Flight Coupons and holding himself or herself out as a person to whom refund may be made in terms of 11.2.1 or 11.2.2 shall be deemed a proper refund and shall discharge Carrier from liability and any further claim for refund.

11.3 Involuntary Refunds

If the Carrier cancels a flight, fails to operate a flight reasonably according to schedule, fails to stop at a point to which the Passenger is destined or ticketed to stopover, is unable to provide previously confirmed space or causes the Passenger to miss a Connecting Flight on which the Passenger holds a reservation, the amount of the refund shall be:

11.3.1 if no portion of the Ticket has been used, an amount equal to the Fare paid;

11.3.2 if a portion of the Ticket has been used, the refund will be the higher of:

11.3.2.1 the one way Fare (less applicable discounts and charges) from point of interruption to destination or point of next stopover, or

11.3.2.2 the difference between the Fare paid and the Fare for the transportation used;

11.4 Voluntary Refunds

If the Passenger wishes a refund of his or her Ticket for reasons other than those set out in Article 11.3 the amount of the refund shall be:

11.4.1 if no portion of the ticket has been used, an amount equal to the Fare paid, less any applicable service charges or cancellation fees;

11.4.2 if a portion of the Ticket has been used, the refund will be an amount equal to the difference between the Fare paid and the applicable Fare for travel between the points for which the ticket has been used, less any applicable service charges or cancellation fees, as set out in the Carrier's Regulations

11.5 Refund on Lost Ticket

11.5.1 if a Ticket or portion thereof is lost, refund will be made on proof of loss satisfactory to the Carrier and upon payment of any applicable service charge, on condition:

11.5.1.1 that the lost Ticket, or portion thereof, has not been used, previously refunded or replaced;

11.5.1.2 that the person to whom the refund is made undertakes, in such form as may be prescribed by the Carrier, to repay to the Carrier the amount refunded in the event and to the extent that the lost Ticket or portion thereof is used by any person or that refund thereof is made to any person in possession of the Ticket.

11.6 Right to refuse Refund

11.6.1 The Carrier will refuse refund if application is made later than two years after the date of ticket issuance.

11.6.2 The Carrier will refuse to refund on a Ticket which has been presented to the Carrier or to government officials of a country as evidence of intention to depart therefrom, unless the Passenger establishes to the Carrier's satisfaction that he or she has permission to remain in the country or that he or she will depart by another Carrier or another means of transport.

11.6.3 The Carrier will reserve the right to refuse a refund if the Passenger has been denied carriage under Article 8.

11.7 Currency

All refunds will be subject to government laws, rules, regulations or orders of the country in which the Ticket was originally purchased and of the country in which the refund is being made. Subject to the foregoing provision, refunds will normally be made in the currency in which the Ticket was paid for, but may be made in another currency in accordance with Carrier's Regulations.

11.8 By Whom Ticket Refundable

Refund will be made only by the Carrier which originally issued the Ticket. When a Ticket is issued by an Authorized Agent of the Carrier, such agent may make refund to the Passenger on behalf of the Carrier in accordance with Carrier's Regulations.

12 Article 12 CONDUCT ONBOARD AIRCRAFT

12.1 If the Passenger conducts himself or herself onboard the aircraft so as to endanger the aircraft or any person or property, or obstructs the crew in the performance of their duties, or fails to comply with any instruction of the crew, or behaves in a manner to which other Passengers may reasonably object, CAL may take such measures as it deems necessary to prevent continuation of such conduct, including restraint of the Passenger.

12.2 The Passenger may not operate onboard the aircraft portable radios, citizen band (CB) radios, cellular telephones, portable compact disk players, electronic games or transmitting devices including radio controlled toys and walkie-talkies, nor shall Passenger operate audio or video recorders, audio or video playback devices, electronic entertainment devices, computers and peripheral devices, calculators, FM receivers, TV receivers or electronic shavers during stages of taking -off and landing. The Passenger shall not operate any other electronic devices onboard without CAL's permission, except hearing aids and heart pacemakers.

13 Article 13 ARRANGEMENTS BY CARRIER

If in the course of concluding the contract of carriage by air, CAL also agrees to make arrangements for the provision of additional services for Passengers, whether or not the cost of such arrangements is for the account of the Carrier, the Carrier acts only as agent for the Passenger and the Carrier is not liable for loss, damage or expense of any nature whatever incurred by the Passenger as a result of or in connection with the use by the Passenger of such arrangements or the denial of the use thereof to the Passenger by any other person, company or agency. CAL shall have no liability to the Passenger except for negligence on its part in making such arrangements.

14 Article 14 ADMINISTRATIVE FORMALITIES

14.1 General

The Passenger shall be solely responsible for complying with all laws, regulations, orders, demands and travel requirements of countries to be flown from, into or over, and with Carrier's Regulations and instructions. The Passenger, not the Carrier, is solely responsible for ensuring that the Passenger complies with all requirements and procedures and is in possession of all the necessary visa and travel documentation required to enter the destination country.

14.2 Travel Documents

The Passenger shall present all exit, entry, health, and other documents required by laws, regulations, orders, demands or requirements of the countries concerned, and permit CAL to take and retain copies thereof. CAL reserves the right to refuse carriage of any Passenger who has not complied with applicable laws, regulations, orders, demands or requirements or whose documents do not appear to be in order, or who does not permit CAL to take and retain copies thereof.

14.3 Refusal of Entry

The Passenger agrees to pay the applicable fare whenever CAL, on government order, is required to return a Passenger to his or her point of origin or elsewhere, owing to the Passenger's inadmissibility into a country, whether in transit or at the final destination. CAL may apply to the payment of such fare any funds paid to CAL for unused carriage, or any funds of the Passenger in the possession of CAL. The fare collected for carriage to the point of refusal of entry or deportation will not be refunded by CAL.

14.4 The Passenger is Responsible for Fines, Detention Costs, etc.

If CAL is required to pay or deposit any fine or penalty or to incur any expenditure by reason of the Passenger's failure to comply with laws, regulations, orders, demands and travel requirements of the countries concerned or to produce the required documents, the Passenger shall on demand reimburse to CAL any amount so paid or deposited and any expenditure so incurred. CAL may use towards such expenditure any funds paid to CAL for unused carriage, or any funds of the Passenger in the possession of CAL.

14.5 Customs Inspection

If required, the Passenger shall allow and attend inspection of his or her Baggage, checked or unchecked, by customs or other government officials. CAL is not liable to the Passenger for any loss or damage suffered by the Passenger through failure to comply with this requirement.

14.6 Security Inspection

The Passenger shall submit to any security checks by government or airport officials or by CAL.

15 Article 15 SUCCESSIVE CARRIERS

If carriage to be performed by several successive Carriers under one Ticket, or under a Ticket and any conjunction Ticket issued in connection therewith, is regarded as a single operation for the purposes of the Convention.

16 Article 16 LIABILITY FOR DAMAGE

16.1 These Conditions of Carriage govern CAL's liability for the carriage of Passengers and Baggage.

16.2 The Conditions of Carriage of each other Carrier involved in the journey govern its liability to the Passenger.

16.3 Applicable laws

CAL's liability for the carriage of Passengers and Baggage is governed by the Convention. Article 16 sets out the limits on CAL's liability and summarises the liability rules applied by CAL under the Convention but if it is inconsistent with the Convention or other applicable laws or tariffs, the Convention or other applicable laws will override Article 16.

16.4 Death, wounding or other bodily injury of Passengers.

16.4.1 CAL's liability for proved damages sustained in the event of death, wounding or any other bodily injury to a Passenger in the event of an accident shall be limited to 113,100 SDRs in the event carriage is subject to the Montreal Convention. Liability for Carriage not governed by the Montreal Convention shall be limited to 16,600 SDRs or US\$75,000 if the transportation involves a stop in the United States or Canada.

16.4.2 CAL is not liable for injury to a Passenger or for damage to a Passenger's Baggage caused by property contained in such Passenger's Baggage.

16.4.3 Where the carriage is subject to the Montreal Convention the limits of liability described in 16.4.1 shall not apply if the damage was due to the negligence or other wrongful act or omission by CAL or its agents. If the carriage is not subject to the Montreal Convention the limits of liability described in clause 16.4.1 shall not apply if it is proved that the

damage resulted from an act or omission CAL or CAL's agents carried out either with the intention of causing damage, or, recklessly and with knowledge that damage would probably result, and the Passenger proves that CAL's employees or agents responsible for the act or omission were acting within the scope of their employment.

16.4.4 Notwithstanding the provisions of clause 16.4.3, if CAL proves that the damage was caused by, or contributed to by, the negligence or other wrongful act or omission of the injured or deceased Passenger or, of the person claiming compensation CAL may be exonerated wholly or partly in accordance with applicable laws.

16.4.5 To the extent that damages under this clause 16.4 may potentially exceed 113,100 SDRs they will be reduced accordingly if CAL proves the damage was not due to the negligence or other wrongful act or omission of CAL or CAL's agents or that the damage was solely due to the negligence or other wrongful act or omission of a third party.

16.4.6 Where the carriage is subject to the Montreal Convention, following the death or injury of a Passenger arising from an aircraft accident, CAL shall, if required by its national law, after the identity of the natural person entitled to compensation has been established, make such advance payments as may be required to meet immediate economic needs on a basis proportionate to the hardship suffered. An advance payment may be offset against any subsequent sums paid on the basis of CAL's liability and it shall not constitute recognition of CAL's liability. An advance payment is not returnable, except in the cases described in clause 16.4.4, or in circumstances where it is subsequently proved that the person who received the advance payment was not the person entitled to compensation.

16.5 CAL's liability for damage to Baggage

16.5.1 Where the carriage is subject to the Montreal Convention, CAL is not liable for damage to Unchecked Baggage (other than damage caused by delay which is covered by clause 16.5.4 below), unless the damage was caused by CAL's negligence or the negligence of CAL's agents. Where the Montreal Convention does not apply CAL's liability for damage to Unchecked Baggage shall be limited to 332 SDRs.

16.5.2 CAL's liability for damage to the Passenger's Baggage, including damage caused by delay, is limited to 1,131 SDRs where the carriage is subject to the Montreal Convention and 17 SDRs per kilogram where it does not, unless the Passenger proves that the damage resulted from an act or omission by CAL or CAL's agents carried out either with the intention of causing damage, or recklessly and with knowledge that damage would probably result, and the Passenger proves that CAL's employees or agents responsible for the act or omission were acting within the scope of their employment.

16.5.3 If the Passenger completes a special declaration per 9.7.1 of higher value at check-in and pay the applicable fee, CAL's liability shall be limited to the higher declared value.

16.5.4 CAL is not liable for damage to Baggage caused by delay if CAL proves that CAL and CAL's agents took all reasonable measures to avoid the damage or that it was impossible for CAL or CAL's agents to take such measures.

16.5.5 CAL is not liable for any damage caused by the Passenger's Baggage.

16.5.6 The Passenger is responsible for any damage caused by the Passenger's Baggage to other people and property, including CAL's property.

16.6 CAL's liability for damage caused by delay to Passengers

16.6.1 If the carriage is subject to the Montreal Convention CAL's liability for damage occasioned by delay caused to a Passenger is limited to 4,694 SDRs, and 16,600 SDRs if it is not.

16.7 General

16.7.1 Where the carriage is not subject to the Montreal Convention, CAL may not be held liable

for damage to Passengers or Baggage if CAL proves that it or its agents have taken all necessary measures to avoid the damage or if it was impossible to do so.

16.7.2 If CAL issues a ticket for the Passenger to be carried on another Carrier or checks-in Baggage for carriage on another Carrier, CAL does so only as agent for that Carrier.

For carriage subject to the Montreal Convention:

16.7.2.1 If the Passenger has a claim in respect of checked Baggage, the Passenger may claim against the first or last Carrier, or against the Carrier performing the carriage during which the damage took place.

16.7.2.2 If CAL issues a Ticket to the Passenger under a code share agreement, as set out in Article 2.2, where China Airlines or the designated code "CI" is shown as the Carrier on the Ticket, or any other arrangements whereby CAL acts as a contracting Carrier rather than as an operating Carrier or as an agent for the operating Carrier, CAL or the operating Carrier will have a legal liability under the Convention to the Passenger in relation to his or her Carriage by Air.

16.7.3 CAL is not liable for any damage arising from the fact that CAL has complied with laws or government rules and regulations or the Passenger has not obeyed laws or government rules and regulations:

16.7.4 Except where these Conditions of Carriage say differently, CAL is liable to the Passenger only for compensatory damages which the Passenger is entitled to recover for proven losses and costs under the Convention.

16.7.5 CAL's contract of carriage with the Passenger (including these Conditions of Carriage and exclusions or limits of liability) applies to CAL's agents, servants, employees and representatives in the same way as it applies to CAL. As a result, the total amount the Passenger can recover from CAL and CAL's agents, servants, employees and representatives will not be more than the total amount of CAL's own liability, if any.

16.7.6 Unless CAL says otherwise, nothing in these Conditions of Carriage gives up any exclusion or limitation of liability to which CAL is entitled under the Convention or any laws which may apply.

16.7.7 Nothing in these Conditions of Carriage prevents CAL from excluding or limiting CAL's liability under the Convention or any laws which apply, or, gives up any defence available to CAL under the Convention or any laws which apply against any third party who has paid, compensation for the death, wounding or other bodily injury of a Passenger.

17 Article 17 TIME LIMITS FOR BAGGAGE COMPLAINTS

17.1 If the Passenger receives Checked Baggage without making a complaint, it will be sufficient evidence that it was delivered in good condition and according to the contract of carriage, unless the Passenger proves otherwise.

17.2 Complaints about damage to Checked Baggage must be made in writing to CAL within seven days of receiving the Baggage.

17.3 Complaints about delay to Checked Baggage must be made in writing to CAL within 21 days of the Baggage being made available to the Passenger.

18

Article 18 LIMITATION OF ACTIONS

Any right to damages shall be extinguished if an action is not brought within two years reckoned from the date of arrival at the destination, or from the date on which the aircraft ought to have arrived, or from the date on which the carriage stopped or in accordance with the national law of the court seized of the case. The method of calculating the period of limitation shall be determined by the law of the court seized of the case.

18.1 For CAL who are Parties to Montreal Agreement;

Special Agreement applicable to carriage to, from or with an agreed stopping place in the United States of America(see applicable U.S. tariffs).

19 Article 19 MODIFICATION AND WAIVER

No agent, employee or representative of CAL has authority to alter, modify or waive any provision of these Conditions of Carriage.