

立榮航空國際線運送約款

General Conditions of Carriage (International Passenger and Baggage)

第一章 名詞解釋

當在閱讀下列情況，請注意"我","我們""我們的"代表立榮航空，"你","你們","你們的"表示航機組員外，航空器運載或被運載的購票人(同"旅客"的定義)。

"停留點"係指除了啟程地和目的地外，於機票開立或於班機時刻表所列之沿途計劃停靠站。

"航空公司的指定代碼"係指以兩或三個字元作為航空公司代碼。

"被授權之代理商"係由立榮航空公司指定代理立榮航空銷售業務之客運營業代理。

"行李"為旅行中個人所攜帶的財物，包括託運行李及隨身行李。

"行李票"係指機票中有關託運行李的部分。

"行李掛牌"係為辨識託運行李之用。

"運送者"係指立榮航空之外，於旅客機票或聯航機票上出現之航空公司。

"託運行李"係指立榮航空監管運送且有行李票的行李。

"劃位截止時間"係指在航空公司的指定的時間內，完成劃位手續及取得登機證。

"連程票"係指由數套機票共同組成單一運送契約。

"公約"係指以下任一條約：

各航空公司於1929年10月12日在華沙所簽訂的運送統一規範(統稱華沙公約)

1955年9月28日於海牙修訂之華沙公約

修訂華沙公約載於蒙特婁一號附加議定書 (1975)

於海牙修訂華沙公約載於蒙特婁二號附加議定書 (1975)

於海牙修訂之華沙公約載於蒙特婁四號附加議定書 (1975)

瓜地拉哈拉公約(1961)

蒙特婁公約(1999)

"票券"包含紙本票和電子票，各航段上皆標示有合法使用者的姓名。

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"損害"包括旅客之死亡或受傷，行李全部或部分內容物遺失、遭竊或起因於本公司運送過程或其他相關服務所招致之損害。

"天數"乃指日曆天，每週以七日計算。若是發出通知，則通知當日不列入天數計算，開票日和首段搭機日亦不列入機票有效日期計算。

"電子票券"係指電子機票或其他立榮航空發行之有價證券。

"電子機票"指立榮航空或其代理商所開立的行程和收據，可作為電子票券，或於某些情形下，作為登機憑證。

"航班票券"係指機票的一部份，上記搭乘許可，或於電子機票中，表述旅客之搭機權。

"不可抗力"係指於不尋常或無法預期等不可控制的環境下，即使付諸努力，仍發生無法避免的後續結果。

"行程/收據"泛指我方給予電子機票持有人的表單，內含旅客姓名，航班資訊及注意事項等。在機票或行程、收據中提及之各種陳述，亦須為運送約款或通告之合併參考項目。

"旅客"係稱航機組員以外，購票搭機的人員(與"你"及"你們"的定義相同)

旅客存根聯或旅客收據係指航空公司開立的機票中，由客人持有的收執聯。

特殊提款權是由國際貨幣基金訂定。

停留地係指旅途中表定的停留點，也就是介於啟程地及目的地之間的停留點。

運價表係指航空公司向各地政府或主管機構核備之公告票價、各種收費標準及運送約款等。

"機票"含航空公司或其代理商所開立的紙本票或電子票，包括運送約款、注意事項及其他票券。

"隨身行李"泛指託運行李以外的任何行李。

第二章 條款適用性

2.1 通則

除了第2.2 2.4和2.5章節外，立榮航空約款僅可適用於票上顯示為本公司營運之航班。

2.2 包機作業

若為包機營運模式，運送約款僅可作為參考，須以包機合約或機票為主。

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2.3 聯營航班

立榮航空於部分航班會與他航共掛班號。這表示即使旅客是向立榮航空購票或訂位，實際上是由他航負責承運。立榮航空將在旅客訂位時，告知旅客營運方之公司名稱。

如果旅客所搭乘的航班為他航負責承運，本公司條款與該承運航空公司條款有所差異時，可遵照該承運航空公司的條款，包含，但不限定於：

- (1) 報到截止期間
- (2) 單獨旅行之孩童
- (3) 攜帶寵物者
- (4) 拒絕運送
- (5) 氧氣瓶服務
- (6) 擔架服務
- (7) 額外座位服務
- (8) 異常處理
- (9) 超售機位理賠
- (10) 行李收受規定、免費額度及理賠責任

立榮航空網址www.uniair.com.tw可連結到聯營夥伴公司的運送約款，旅客亦可透過訂位端或代理商取得更多資訊，旅客可獲悉聯營方的相關規定，例如劃位作業的相關要求及單獨旅行孩童、寵物運送、拒絕運送、氧氣瓶服務、異常情形處理、班機超賣及行李收受等運務政策。

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2.4 優先法

本公司之運價規定或適用法規如和運送約款牴觸，前者有優先適用權。

若任一運送約款條文與法規牴觸以致無效，其它運送約款之條文依然有效。

2.5 條款效力大於一般規則

當運送條款與本公司其他規則不一致時，某些特定主題應遵照運送條款規範。

第三章 機票

通則

3.1.1 立榮航空只提供運送服務給機票姓名欄位上顯示的旅客，且旅客或許需要出示身份證明。

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3.1.2 機票不可轉讓他人使用。

3.1.3 部份機票非全額價，因此可能無法部分或全額退費。旅客可視個人需要，購買合適機票，也可以透過適用保險來保障取消機票的損失。

3.1.4 當旅客持用3.1.3所述的機票，但足可證明機票完全未使用乃肇因於不可抗力因素，相關無法退票金額可延至下次搭乘立榮航空時使用，但需扣除手續費。

3.1.5 機票為開票航空公司所有。

除非是使用電子機票，旅客需出示本次搭機航段及其他尚未使用航段之機票來劃位。此外，立榮航空不接受已遭損毀或非經立榮航空或代理商變更之機票。另，使用電子機票的旅客必須提具身分證明和有效具名的電子機票。

3.1.7(a) 當整套或部分機票遺失或損毀，或因故無法出示旅客搭乘聯或未使用之機票，立榮航空可依照旅客意願開立替代機票，惟旅客須提供相關佐證，替代機票開立時，旅客必須簽署同意書，若此舉造成本公司任何費用損失，旅客須照原票價賠償，此乃避免立榮航空及其他航空公司誤用機票之合理要求。因立榮航空自身疏失所衍生之損失，則不會向旅客求償。開立替代機票可能會酌收手續費，除非該機票之遺失或損毀，是肇因於開票公司或其代理商之疏失。

3.1.7(b) 當佐證資料不足或旅客不願意簽立同意書時，航空公司將要求旅客先付全額票價來開立替代機票，當開立機票的航空公司確定遺失或損毀的機票在效期內未被使用後，旅客便可退款。若在機票效期內尋獲原本機票交回給航空公司，前述的退費便可在當下進行。

3.1.8 機票為有價證券，旅客應妥善保管，避免遺失或遭竊。

3.2 效期

3.2.1 除機票、約款或適用之票價本上另有規範(機票會設定效期)外，機票之效期為：

3.2.1(a) 從開票日一年；或

3.2.1(b) 第一段機票使用後一年內有效。

3.2.2 當您在機票有效期間內訂位，而立榮航空無法提供確認機位時，可依立榮航空運送約款第10條辦理展延效期或退票。

3.2.3 若旅客開始旅程後，因病無法於機票效期內成行，立榮航空可延長機票效期到旅客康復日或之後最早可訂到該機票艙等機位的班機。旅客需提具醫療證明。若機票、電子機票或電子

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票券有一個或以上的停留點，立榮航空最多可延長效期到醫療證明康復日之三個月內，同時，立榮航空亦可為旅客同行直系親屬展延機票效期。

3.2.4 如旅客於旅行途中死亡，其同行者之機票得免除最少停留期間之限制且機票效期得以延期。如，旅客在途中有家人死亡，其本人和他(她)同行之直系家屬之機票效期可比照調整之。任何效期之更改須依照有效的死亡證明書延期至死亡日起45天內。

3.3 機票的順序及使用

3.3.1 旅客所購買的機票僅為有效運送票上顯示之啟始地經約定停留地，至目的地。票價乃按運價表規範。機票為契約的一部分，若票券未依順序使用，機票將無法使用且視為無效。

3.3.2 旅客若想要改變任何運送內容，須先跟立榮航空聯絡。票價將依行程重新計算，旅客可以選擇接受新的票價或維持原本的機票行程。若因不可抗力因素而須變更行程，旅客應立即與立榮航空聯絡，立榮航空將儘一切努力運送旅客至下一站或目的地，且不另外計價。

3.3.3 旅客未經立榮航空同意而自行改變行程，立榮航空將計算旅客新的行程票價，旅客須付票差價或更換行程後的總票價。若新的票價較低，立榮航空退予價差，但未使用的機票航段則無殘值。

3.3.4 請注意某些變更並不會改變票價。但其它改變則會造成票價提高，如啟程地的改變(旅客未搭乘首段行程)或機票顛倒方向使用。某些機票有限制搭乘日期及航班，乃無法變更，或須額外支付差價。

3.3.5 立榮航空會按機票票券上的航班日期及艙等提供運送服務，若機票開立時尚未訂妥確認航班，立榮航空會按運價表規定及航班空位情形，後續提供確認機位。

3.3.6 放棄訂位航班不搭時，應預先告知立榮航空。如無預告，立榮航空將可能直接取消旅客的續回程訂位；反之，則將保留。

3.4 運送人的名稱和地址

機票上，立榮航空會以航空公司代碼顯示公司名稱，立榮航空的地址應為紙本機票或電子機票上本公司首個航點之機場名稱。

第四章 —— 票價, 稅金, 手續費和其他收費

4.1 票價

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除非另有說明，否則票價取決於啟始地至目的地之運送。票價並不包含機場之間或與市區往來的地面交通。旅客的票價將會參照票價本，依開票當天之搭機日期及行程計算，所以變更行程或搭機日期都會影響應支付的票價。

4.2 稅金, 手續費和其他收費

旅客應支付政府、官方機構及航空公司所需徵收的稅金等各項費用，當旅客購買機票時，這類的費用並不內含於票價內，多數都會另外顯示在票上。機票開立後，這些費用仍會不時改變且應被補行徵收。若稅金等相關費用有所增加，旅客有義務補繳。另，若開票後，任何稅金等費用已完全免除或降低，旅客有權要求退回差價。

4.3 貨幣

除非立榮航空或其代理人在旅客付款前，考量當地貨幣不易兌換等特殊原因，指定以他國幣別收取票款，否則該張機票之票價，稅金，手續費等相關費用皆須依開票地之幣別支付。

第五章 訂位

往返美國旅客可參照第十七章條款

5.1 訂位條件

5.1.1 立榮航空或代理人將記錄旅客訂位內容，也可依旅客需要給予書面確認訂位紀錄。

5.1.2 某些票價有不得變更或取消訂位之限制。

5.2 開票期限

若旅客未在立榮航空或其代理商通知的開票期限內開票，立榮航空將取消您的訂位。

5.3 個資

提供旅客個資給立榮航空公司的目的為：訂位、購票、取得附帶服務、入出境手續、提供政府機關等。因此旅客同意立榮航空公司保留、使用或傳遞相關資料於立榮航空公司辦公室、代理商、政府機關、其他航空公司或其他服務相關單位。

5.4 座位

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立榮航空公司將盡力但不保證提供旅客之預選座位。基於班機運航、保安之需要，立榮航空公司保留在任何時間(即便是旅客已經登機)，指定旅客座位或重新分配座位之權利。

5.5 訂位再確認

5.5.1 已開票旅客於以下情況，無須再次確認其立榮航空之續回程航班訂位紀錄。

- 1) 當旅客依其訂位記錄搭機；或
- 2) 訂位記錄中有登錄停留點之聯絡電話

5.5.2 旅客應確認其旅程中牽涉到的他航是否需要再確認機位。若有此需要，旅客須和機票上顯示的他航聯絡。

5.6 取消續程機位

若旅客未依原訂班機報到且未事先告知立榮航空取消行程時，立榮航空將取消旅客的回續程機位。反之，若立榮航空事先接獲通知，將不會取消旅客後續訂位行程。

第 6 章 報到及登機

6.1 辦理劃位報到期限依不同機場而有所差異，立榮航空建議旅客詢問各地劃位報到期限。在保留更充裕的報到時間將使旅客的旅途更加順利。若您未在指定時限前完成報到手續，立榮航空保留取消您訂位記錄的權利。立榮航空及代理人會告知您首段航程的劃位報到截止時間，之後的航班，請旅客留意辦理劃位報到時間。旅客可從立榮航空時刻表或本公司代理商處得知各班機的報到時限。

6.2 旅客必須在立榮航空公司於劃位時所提示的登機時間前，抵達登機門。

6.3 如旅客未準時抵達登機門，立榮航空公司可能取消其機位。

6.4 若旅客未依上述規定辦理，立榮航空公司將不負責負擔相關之損失及衍生費用。

第七章 拒絕運送及運送限制

往返美國旅客可參照第十七章條款

7.1 拒絕運送的權利

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審慎評估後，立榮航空得於任何時間以書面通知旅客拒絕承載旅客或其行李；在這種情形下您可以退費。若發生下述任一情形，立榮航空得拒絕承運旅客或其行李；

- 7.1.1 為了遵守任何政府法律、規定或命令而採取的措施；
- 7.1.2 運送該旅客或其行李可能危及其他旅客或組員的安全、健康、舒適或便利性；
- 7.1.3 旅客的身心狀態，含受酒精或藥物、毒品影響，會對旅客自己、其他旅客、機組員之人身財物造成風險；
- 7.1.4 旅客過往搭機經驗曾發生不當行為，立榮航空公司認為未來仍可能發生類似行為者；
- 7.1.5 旅客拒絕配合安全檢查；
- 7.1.6 旅客未支付適當票款、稅金或其他費用等；
- 7.1.7 旅客不出示有效旅行證件，或可能試圖趁轉機時入境，或未持有效旅行證件，或可能於飛行途中毀壞旅行證件，或拒絕配合立榮航空公司開立收據，由空勤組員保管其旅行證件；
- 7.1.8 旅客出示之機票為非法取得，或非自立榮航空或其授權代理人處購得，或為已申報遺失或遭竊之機票，偽票，或旅客無法證明其為機票姓名欄之對象；
- 7.1.9 旅客未遵照3.3章節之規定，依序使用機票，或所出示的機票係非立榮航空公司或其授權代理商開立或變更，或機票遭到損毀；
- 7.1.10 旅客無法遵守立榮航空公司飛航安全及安全檢查之指示；

7.2 特別協助

單獨旅行的孩童，行動不便的旅客，孕婦，病患或其他特別需要特殊協助的旅客，須經立榮航空公司事先安排方可接受運送。

第八章 行李

往返美國旅客可參照第十七章條款

8.1 免費行李

根據立榮航空公司運送條款及限制(相關規範請向本公司及代理商詢問或參閱立榮航空公司官

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方網站)，旅客有權免費攜帶一些行李。

8.2 超額行李

免費額度之外的行李將被要求支付超額行李費，旅客可向立榮航空詢問費率或參考立榮航空公司官方網站。

8.3 不可收受之行李

8.3.1 下列物品不得放置於行李中：

8.3.1.1 物品可能危害航空器或機上人身、財物安全，例如違反國際民航組織航空危險品運送安全技術指示及國際航空運輸協會危險品規定，以及立榮航空公司相關規定(詳細資料請洽立榮航空公司)。

8.3.1.2 運送該物品乃違反飛航起訖國及途經國家之法律、規定或命令；

8.3.1.3 立榮航空公司認定該物品具危險性，或其重量、大小、形狀、特性、易碎、易腐等，而判定其為不適合運送之物品，旅客可洽詢立榮航空公司此類行李的相關資訊。

8.3.2 除狩獵及運動目的以外之槍砲、彈藥一概禁止當作行李。狩獵及運動目的的槍彈則得以託運行李受理，但槍枝須卸下子彈並須上保險栓及妥善包裝。彈藥之運送需符合國際民航組織及國際航空運輸協會危險品運送規範8.3.1.1. 條文。

8.3.3 古董槍、刀劍類等武器如符合立榮航空公司規範則可以託運行李方式處理，但不允許放置於客艙內。

8.3.4 託運行李內不應裝有金錢、珠寶、貴金屬、電腦、個人電子設備、流通票券、有價證券、或其他貴重物品、商業文件、護照或其它身份證明文件或樣品等。

8.3.5 如旅客之行李含上述8.3.1及8.3.2條文敘及之禁帶物品，立榮航空公司將拒絕任何行李遺失或損害責任。

8.4 拒絕運送之權利

8.4.1 根據 8.3.2及8.3.3條文，立榮航空公司將拒絕8.3. 條文所述之物品作為行李運送，如有發現，立榮航空公司將拒絕運送。

8.4.2 立榮航空公司將拒絕運送物品之大小、形狀、重量、內容或特性有礙於安全、班機運航或其他旅客舒適之行李。不適合當作行李運送之物品資訊可洽詢立榮航空公司。

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8.4.3 除非行李已被妥善安全地包裝於適當之容器內，立榮航空公司將婉拒運送。旅客可向立榮航空公司洽詢包裝不良品之相關資訊。

8.5 搜查的權利

基於飛安及保安理由，立榮航空公司得要求旅客同意接受以X光或其他掃瞄搜查形式檢查旅客自身及其行李。如旅客不在現場時，其行李得被搜查以判定是否包含8.3.1. 條文所述物品，或8.3.2. 或8.3.3. 條文所提及之槍砲、彈藥及武器。如旅客不願配合，立榮航空公司可能拒絕運送旅客及其行李。當相關檢查作業，如X光機掃描造成行李損害等，除可歸責於立榮航空公司作業疏失，立榮航空公司將不負責損害責任。

8.6 CHECKED BAGGAGE 託運行李

8.6.1 立榮航空公司將保管旅客遞交的託運行李，並於每件託運行李上加掛行李條。

8.6.2 託運行李上必須有旅客姓名標籤或其他個人識別掛牌。

8.6.3 託運行李須與旅客同機運送，除非立榮航空公司基於飛航安全、保安、或航機運作等因素，得安排於替代航機運送。如該行李係以後送方式處理，立榮航空公司將負責遞交行李給旅客，除非法規另有要求旅客須親自清關。

8.7 隨身行李

8.7.1 立榮航空公司將訂定可攜帶上機之行李最大體積及重量，隨身行李應以能將放置於座椅下方或座椅上方之密閉式置物櫃內為準。若您的行李無法如此放置或是超重等其他違反安全疑慮，此行李將被改為託運行李。

8.7.2 如屬不適合裝載託運的物品(如精緻樂器)且不符合上述8.7.1 條文規範者，只能事先向立榮航空公司申請安排裝載於客艙內，但旅客須另外支付本項服務費用。

8.8 託運行李之提領與遞交

8.8.1 根據8.6.3 章節規範，旅客應盡速於目的地或停留點領取行李。若旅客未能在合理時間內領取行李，旅客可能被收取倉儲費用。若旅客超過三十天未提領行李，立榮航空公司可能棄置該行李，且無須負責。

8.8.2 行李票及行李條的持票人為託運行李唯一交運對象。

8.8.3 如旅客於領取行李時無法提示行李票及行李條收執聯以確認其身分，旅客得於取得立榮

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航空公司信任後，取回行李。

8.9 動物

動物符合下列要件時始得接受運送：

8.9.1 旅客必須確定動物如狗、貓、家禽，及兔子妥善裝箱，並備妥有效健康、注射證明、入境許可及入境國或中途轉機國所需要文件，否則將被拒絕承運。旅客可聯繫立榮航空公司取得其它相關運送規範。

8.9.2 作為行李運送之動物，包括寵物籠及其食物均不可納入免費託運行李額度內，應視為超額行李並須繳納適用費用。

8.9.3 陪同身心障礙者之服務功能動物可免費承運，且不佔免費行李額度，但需是事先向立榮航空公司提出申請，並遵守相關規定。

8.9.4 本項運送責任不受國際公約約束，除非是立榮航空公司發生故意過失，否則一概不負擔動物的受傷、遺失、生病或死亡責任。

8.9.5 立榮航空公司對動物是否具備入出境及其健康狀況等相關證明文件有其責任，或有關進入國家、州或領土的任何證明文件，旅客攜帶動物要替立榮航空因動物所被徵收或發生的任何罰鍰，花費，損失及責任負責。

第九章 班機時刻表，班機延誤，班機取消

往返美國旅客可參照第十七章條款

9.1 班機時刻表

9.1.1 時刻表上的航班時間從出版至您實際開始旅行時會有所變動，立榮航空將不對時刻表做任何保證且時刻表亦不是合約上的一部分。

9.1.2 在立榮航空公司接受您的訂位之前，立榮航空會告知當時航班飛行的時間並且於機票上顯示，在您開立機票後，立榮航空也可能改變定期航班的時間，我航將遵照您提供的聯絡方式告知您任何的變動，若在您購票完後，我們航班時間換了您無法接受的重大異動且無法提供您可接受的替代航班，您可依照文章10.2辦理退款

9.2 班機之取消，班機更改，班機遲延等

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立榮航空將採取所有必要的措施以避免您和您的行李的延遲運送。在特殊情況下，我們會再為您安排一個可替代的航空公司或航空器以執行這些措施和避免航班遭到取消。

除了公約所提及外，如航空公司取消班機，不能按照時刻表時間運送、班機無法降落於您的目的地，中途站或造成您無法不能轉接上您已訂妥機位之續程航班時，航空公司得經旅客之意見，進行下列措施：

9.2.2.1 如果有機位，改搭乘本公司或他航之定期班機，而不另收費，如有必要亦可延長機票效期。或

9.2.2.2 在合理的時間內，根據機票的目的地，以本公司或他航的班機，或其他互相同意之交通工具艙等，經由不同的路程到達原目的地。如其費用低於原購票價，可退還給您價差。或

9.2.2.3 依據文章10.2來辦理退票

9.2.3 除了條約外，本文9.2.2發生的事件，只能依本文9.2.2.1到9.2.2.3的所提的方法來處理且立榮航空將沒有責任問題。

9.2.4 立榮航空公司無法提供已訂妥確認的機位時，立榮航空將根據其拒絕登機賠償辦法，給予賠償。

第十章 退票

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10.1 立榮航空公司將依適用之票價規則或運價，退還機票款或任何未使用航段機票款，如下：

10.1.1 除非本條款另有規定，立榮航空公司可退還機票上署名人票款或可資證明之機票付款人。

10.1.1 如機票之署名人非機票之付款人，而機票上註記有退票限制，立榮航空公司將以機票付款人或其指定人為退款對象。

10.1.3 除了機票遺失的情況外，辦理退款時須交付機票及所有未使用之旅客搭乘聯票券。

10.2 非自願退款

10.2.1 如立榮航空取消班機，無法依照班機表訂時間運送，無法在旅客之目的地或表訂地點降落，或造成訂妥機位之轉接班機，其退票款之計算如下：

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10.2.1.1如機票全部航段未使用，則其退款金額與其原付款金額相同。

如機票部份航段已使用，其退款差額不得少於已付票價與已使用機票航段票價之差額。

10.3自願退款

如您非因上述10.2之原因而申請退款者，其退款金額之計算如下：

10.3.1.1如全程機票未使用，則退款金額為原已付票款額扣除適用之服務費或機票取消之手續費。

10.3.1.2如機票部份航段已使用，則退款金額為原已支付金額扣除已使用航段之票價，再扣除適用服務費或機票取消手續費。

10.4遺失機票之退款

10.4.1如機票或機票航段部分票券遺失，則申請退款時須有遺失證明，而且必須付清服務費。退款時必須在立榮航空規定的效期內辦理，同時必須符合下列條件：

10.4.1.1遺失機票或遺失部分航段票券，未被使用，或辦理退票或補發；(除了立榮航空自己的疏忽而遭到使用，退票或補發)

10.4.1.2退票之領受人必須依照立榮航空之規定，如該遺失機票或航段已遭第三人使用，則該領受人應退還其收取之退票金額。(除了立榮航空因疏忽而遭到第三人欺騙或使用)

10.4.2 若因立榮航空或其代理行遺失部分機票，這便歸責於立榮航空

10.5拒絕退票權

10.5.1立榮航空將拒絕過期機票退票申請。

10.5.2機票如提示立榮航空或政府機關作為離境證據時，除非旅客能充份證明其可長期居留或另外安排離境交通工具外，立榮航空得拒絕其辦理退票。

10.6 票款貨幣

立榮航空有權以購票時之貨幣償還

10.7退票單位

自願退款只能由原開票航空公司或其授權代理行辦理之。

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第十一章 機上禮儀

11.1 如於立榮航空的觀察下，發現您在飛機上的行為舉止已危害飛機或人員或財物安全，或妨礙飛航組人員執勤，或無法配合飛行航組員之指令如抽煙、喝酒、吸毒或您的行為引起其它旅客或飛行航組員的不舒服、不方便、損壞或傷害，立榮航空將判斷並考量制止並避免該行為持續之必要性。您可能因此在任何地點被要求下機或被拒絕承載，並可能被控告違害機艙罪行。

11.2 電子設備

基於飛航安全，立榮航空將禁止或限制在機艙內操作使用電子設備，包括大哥大電話、手提式電腦、手提式收音機、CD放映機、電子遊樂器、或電子傳送設備、聲控式玩具、無線電對講機。而助聽器及心律平整器是被許可。

第十二章 其他服務之安排

12.1 若立榮航空透過第三人提供非航空運送人的服務或立榮航空開立第三人交通或其它服務的票券(航空運送以外)例如旅館預訂或租車，在這種情況下，我們只扮演代理人的角色。這些服務的條約是由第三人提供。

12.2 如立榮航空提供地面交通工具給您時，約款中其它條款將適用此地面交通工具。

第十三章 通關手續

13.1 通言

13.1 依據入境、出境、過境、轉機國家之法令、規章、命令，您必須持有規定之旅行文件及簽證。

13.1.2 立榮航空對任何旅客因無法持有旅行文件或簽證而違反法令、規章、命令、需求、條件、規定或指示，所造成之結果免責。

13.2 旅行文件

旅行之前，您必須出示相關國家之法律、規定、命令、需求及其它條件要求之出境、入境、檢

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疫及其它證件，並允許立榮航空取得保管及文件影印。如您無法符合這些要件或無法出示您的旅行文件時，立榮航空保有拒絕承載之權利。

13.3 拒絕入境

如您被任何入境國家拒絕入境，您必須自行負責支付任何政府罰款或政府對立榮航空課罰之費用及運送您離開該國家之運送成本。而立榮航空已收取到被拒絕地點或拒絕入境地點之費用將不能退款。

13.4 旅客須負擔罰金或拘留費用等款項

如因您未能符合相關國家之法律、規定、命令、要求或其它旅行文件，而使立榮航空被罰款繳付罰金或違規金和額外支付費用時，您必須償還立榮航空因您引起所支出之費用及成本。立榮航空得使用您的機票本中未使用航段機票，或任何立榮航空持有您的資金來支付費用及支出。

13.5 海關檢查

如規定上要求您必需接受海關或政府官員之行李檢查，而對於您未能配合此要件或及安全檢查所遭至的損失或損害，立榮航空是免責的。

13.6 安全檢查

您必須接受政府、機場官方、航空公司或立榮航空之任何安全檢查。

13.7 對於您遭到政府機關沒收的任何旅行文件、身份辨識文件或機票，立榮航空並無義務歸還。

第十四章 聯航運送

立榮航空和其它航空公司以約款運送之目的，依據機票，或聯票而視為一次運送，履行運送。然而您要注意事項註明於15.1.2(b)。

第十五章 損害責任

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15.1 立榮航空及每一家涉及您的行程的航空公司的理賠責任以各自之運送約款為主。立榮航空

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責任條款如

15.1.1 除非特別在此敘明，否則國際旅行訂定之約款以本約款之責任條款為主。

15.1.2 若您的運輸未依公約責任規則辦理時，下列規則將適用之：

15.1.2(a) 只有在損害是因疏失所引起時，我們始負責乘客或其他應檢行李之損害，但不含故意或不注意造成損害之行為或忽略。如各乘客之死亡、受傷或其他人身傷害是我們責任時，賠償損失應限制在相當於100,000SDR(特別提款權)之限額內。

15.1.2(b) 任何疏失是由您所導致或造成時，我們所負責之任何損害責任，應依相關法律規定被減輕。

15.1.2(c) 立榮航空僅對於機上運送途中發生之損害或機票航段上運送人欄位註記立榮航空代號班機或航段負損害責任。如立榮航空開立之機票或立榮航空以他航運送行李，立榮航空將視同他航之代理人。

15.1.2(d) 立榮航空對於未託運行李之損壞不負賠償責任，除非此損壞係由立榮航空之疏忽所造成。

15.1.2(e) 立榮航空為配合法令，政府規定及命令或因您未能遵守上述相關規定所引起之損害不負賠償責任。

15.1.2(f) 除故意或不注意造成損害之行為，並承認可能是我們責任外，應檢行李之損害，則損害責任每公斤美金20元為上限，而對於未託運行李為每人美金400元為上限。若行李重量未登載於行李票上，則其重量不超過立榮航空規定的該艙等最高免費行李重量，如果報值行李已依照規定付清報值費用，立榮航空則承擔報值行李的全額。

15.1.2(g) 除了條款中的特別規定，立榮航空只對可證明的損失依據條約做損害賠償。

15.1.2(h) 對於您的行李所造成之任何損害，立榮航空不負任何責任。若因您的行李造成其他旅客或行李的損害，或造成立榮航空所有物的損壞，您應負賠償責任。

15.1.2(i) 立榮航空依據約款中8.3條文規定，旅客於託運行李中攜帶不被許可含有之物品，包括：易碎品、易腐品或具特別價值之物品，如金錢、珠寶、貴重金屬、電腦、個人電子設備、流通票據、有價證券、商業文件、護照及其他證明文件或樣本，將依照符合現行國際航空法規之應負權責範圍內予以有限責任的賠償。

15.1.2(j) 立榮航空對於肇因於您的身體狀況所引起的病變、受傷、殘障，包括死亡或因此引

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起上述狀況的惡化不負責任。

15.1.2(k)運送條款中的免責權及責任限制適用於立榮航空代理人、服務人員、員工及代表。立榮航空代理人、服務人員、員工及代表之補償費用不得超過其責任限制。

15.1.2(1)除另有明示規定外，立榮航空在運送條款內不放棄基於公約或適用法的任何除外或限制責任。

第十六章 損害賠償請求期限及時效

16.1 求償需知

行李票持票人於行李運送期間，除非能依據運送約款提供足夠證明申訴，否則視同完成運送不得抱怨。如您欲備案申訴理賠，或備案託運行李損害，則當您發現行李損壞時必須於行李提領日七天內通知立榮航空。

如您欲備案申訴行李延誤之求償時，您必須在受領行李後21天內通知立榮航空。所有的申訴必須以書面方式提出申請。

16.2 時效

如申訴之申請於抵目的地日，或班機預定抵達日，或運送終了日起2年內未提出申請者，則即失其時效。期限之正確計算方式依當地法律規定辦理之。

第十七章 搭機往返美國適用條款

17.1 總則

17.1.1往返美國及其領土運送條款就必須依循美國運輸部的規定，此條款僅適用直飛美國領土直飛航班或美國境內航班，美國領土境外航班則不適用。

17.1.2除了訂立此17章條款，立榮航空運送條款適用第二章條款。

17.1.3本條文中，中文版本與英文版本的詮釋若有差異時，則以英文版本為主。

17.2 訂位

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17.2.1 當還沒有收到引用本公司票價的票款時，我們會停止住您的訂位，或是當這筆訂位是在班機起飛前一個星期或更早之前所訂，在訂位24小時之後取消免收違約金。

17.3 需要特協助旅客

17.3.1 如果您為行動不便旅客，當您搭乘往返美國直飛班機時，我們會依照美國運輸部在14CFR382法規所規範。

17.4 行李

17.4.1 在打包您的行李時，我們強烈建議您不要把金錢、珠寶、貴金屬、電腦、個人電子裝置、商業文件、有價證券、護照及其他識別文件或樣品放在託運行李內。這些物品應該以非託運行李方式攜帶。

17.4.2 搭來自美國啟程班機，有關17.4.1條所列各項的遺失或損害應遵照蒙特婁公約。

17.5 班機取消、延誤、時刻表

17.5.1.1 如果您所訂的班機或是您票面上是往返美國的班機，班機狀態有所改變時，關於您航班的動態在您接獲通知後，每30分鐘內必須要持續提供。

17.5.1.2 如果您訂閱了立榮航空的班機訊息通告，立榮航空將在我們察覺班機動態更動的30分鐘內，以我們可以進行的各種方式及您所選擇來傳遞我們的通告。

17.5.1.3 我們會在美國境內機場中能控制的所有班機顯示板及關於航班資訊的資源上更正任何取消班機，30分鐘的班機延誤或是班機轉降。或是我們察覺我們班機異動的30分鐘內在我們可以掌控接受我們公司班機狀態訊息的美國機場，對我們的定期班機狀態進行更正。

17.5.2.1 假如我們班機已經開立登機證且登機時間已經延誤，我們不會要求您留在飛機上超過4個小時，除非：機長要求、航管因素或其他政府機關判定與安全有關，或是基於保安上的理由。

17.5.2.2 當在美國機場上的長時間機坪延誤，您若待在飛機上2個或2個小時以上，我們會確保有足夠的食物或點心跟飲用水及可用的廁所，我們將會有足夠的醫療照顧供您所需。

17.5.2.3 在美國機場發生冗長的停機坪延誤時，在已經知道原因，於班機表定起飛時間後的30分鐘內，至少每隔30分鐘您將收到有關延遲的狀況通知，也包括停機坪延誤的原因。

17.5.2.4 如果在美國機場您已經登機發生機坪延誤時，每隔30分鐘發送的班機延誤通知將包

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括：如果航機還在登機口或是其他的離機區機門是開著的而您可以選擇下機。

17.5.3.1 如果您在美國發生因機位超賣而被拒絕登機，則適用以下法規：

17.5.3.2 在任何乘客拒絕登機之前，我們將徵求志願者。

17.5.3.3 如果自願者人數不足，我們會根據我們登機的優先順序先規則進行機位超賣的拒絕登機作業。這些登機優先順序規則是可向我們在美國的機場人員索取的。

17.5.3.4 如果您在美國機場被拒絕登機，您將有資格根據美國運輸部的規定要求被拒絕登機賠償。除非我們可以確認您後來所搭乘的班機抵達您的目的地或是停留點比原先班機抵達時間延誤不到一個小時，或是您在開票、再確認、報到手續及其他可受理運送項目未能遵照本公司運送條款或價目表規定。

17.5.3.5 如果您在美國機場因機位超賣被拒絕登機，我們將為您提供一份書面聲明，解釋被拒絕登機的賠償條款、條件、限制和描述我們登機的優先順序規則和標準。

17.5.3.6 如果您在美國機場因機位超賣被拒絕登機，我們當天當場會以現金或支票支付被拒登機賠償。除非我們替您安排替代班機在可以付款之前已經啟程。在這種情況下，我們在二十四小時內將付款給您。我們也可以提供您免費或折扣其中一種運送方式。在這種情況下，在您決定是否接受此類運送替代現金或支票的賠償支付，我們將會說明在使用免費或是折扣運送所有內容上的限制。您可以堅持現金/支票的賠償支付或是拒絕賠償並採取私人的司法行動。如果您選擇接受賠償，您就將解除我們因為無法履行您的訂位的進一步責任。

17.6 退款

17.6.1 如果你可以退款，在收到現金及支票的完整退款要求，或是當您是採取信用卡支票付款，同時還包括加購其他服務的費用，因機位超賣也一併不能享用，在七天之內，我們將會處理並在二十天之內退款給您。

17.7 損害賠償

17.7.1 立榮航空班機在美國所發生的賠償責任將受蒙特婁公約所規範，並且遵守其他國家在這方面的運送條款。有關於損害賠償責任的詳細資料可以向本公司在美國的機場，訂位及票務辦事處索取。

17.7.2 乘客的行程中如果起程站國家和目的地的國家不同，就要考慮到國際公約運用到整個行程，例如：蒙特婁公約，或是之前的華沙公約，並包括它的修正條文。對於此類旅客，這些協

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議包括運送的特殊契約被收錄在適用的價目表上，指導並可以限定承運人就旅客死亡、受傷的賠償責任，以及行李的毀壞、遺失或是損害以及旅客及行李的延誤。此類特殊合約承運人夥伴的名稱可以在所有票務處所索取審閱。您國際行程的賠償責任的適用上限由承運人決定：

死亡或受傷的賠償

對於死亡或個人身體傷害有沒有財務上的限制，空運承運人可以對有權提出索賠的人預付一筆款項以應付眼前的經濟需要。

蒙特婁公約適用處：

- 損害最多到113,100特別提款權，當相較於促成疏失，承運人不會得利於任何抗辯，也不會免除或限制自身的賠償責任。如果超越了113,100特別提款權，在可以證明不是自身的疏失或業務過失，承運人可以對於索賠進行抗辯。

華沙公約或任何其他法律制度適用處：

- 損害最多到100,100特別提款權，當相較於促成疏失，承運人不會得利於任何抗辯，也不會免除或限制自身的賠償責任。如果超越了113,100特別提款權，在可以證明已採取了一切必要防範措施或是採取了此類的措施也不可能避免，承運人可以對於索賠進行抗辯。

對於行李之毀壞、遺失、損害或延遲

有關所有的行李索賠，承運人可以依藉對於造成疏失抗辯。

蒙特婁公約適用處：

- 承運人承擔對於託運行李的毀壞、遺失、損害責任，除非該行李是有缺陷的。
- 承運人僅在被證明有過失的情況下始承擔對於非託運行李的毀壞、遺失、損害責任。
- 承運人承擔行李延誤所引起的損害責任，除非能證明它採取了一切合理措施以避免損害，或是採取了此類的措施也不可能避免。
- 託運及非託運行李的賠償責任上限每位旅客為1,131特別提款權。

華沙公約適用處：

- 承運人承擔行李延誤所引起的損害責任，除非能夠證明它採取了一切合理措施以避免損害，或是採取了此類的措施也不可能避免。

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- 託運行李每公斤賠償上限為17特別提款權，除非託運行李最高上限是332特別提款權。如果被舉證損害是歸因於承運人的粗魯行為或是應於防範而未加防範的業務疏失，此一限制將不再適用。

您可以在辦理報到手續時特別聲明要申報您行李的價值，並且支付任何適用的追加費用，而受益於較高的行李遺失的損害或是延誤賠償責任上限。或是選擇，當您行李的價值超過適用的賠償上限時，您應該在搭機前為您的行李購買保險。

旅客延誤

承運人承擔旅客延誤的損害負賠償責任，除非能夠證明它採取了一切合理措施以避免損害，或是採取了此類的措施也不可能避免。

蒙特婁公約適用處：

- 賠償責任僅限於4,694特別提款權。

華沙公約適用處：

- 賠償責任僅限於16,600特別提款權。

如果您的行程還涉及到由其承運人運送，您可以洽詢他們的賠償責任限度有關的資料。

第十八章 其它條款

您和您的行李的運送是根據立榮航空申請或採取各國政府授權的特定規定和條約，這些重要的規定及條約隨著時間改變，這些規定包含如下，運送未有隨行陪童的幼兒、懷孕和生病者、電子用品的限制、酒精飲料的提供和其它輔助的服務。

有關這些議題的規定和條約是根據立榮航空的需求而訂定。

第十九章 詮釋

運送條約的每章標題是便於查詢並非內文的詮釋

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1. ARTICLE 1 — WHAT PARTICULAR EXPRESSIONS MEAN IN THESE

CONDITIONS

As you read these conditions, please note that:

“We”, “our” “ourselves” and “us” means UNI Airways

“You”, “your” and “yourself” means any person, except members of the crew, carried or to be carried in an aircraft pursuant to a Ticket. (See also definition for “Passenger”).

“AGREED STOPPING PLACES” means those places, except the place of departure and the place of destination, set out in the Ticket or shown in our timetables as scheduled stopping places on your route.

“AIRLINE DESIGNATOR CODE” means the two characters or three letters which identify particular air carriers.

“AUTHORISED AGENT” means passenger sales agent who has been appointed by us to represent us in the sale of air transportation on our services.

“BAGGAGE” means your personal property accompanying you in connection with your trip. Unless otherwise specified, it consists of both your Checked and Unchecked Baggage.

“BAGGAGE CHECK” means those portions of the Ticket which relate to the carriage of your Checked Baggage.

“BAGGAGE CHECK or BAGGAGE CLAIM TAG” means a document issued solely for identification of Checked Baggage.

“CARRIER” means an air carrier other than ourselves, whose airline designator code appears on your Ticket or on a Conjunction Ticket.

“CHECKED BAGGAGE” means Baggage which we take into custody and for which we have issued a Baggage Check Tag.

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

“CONJUNCTION TICKET” means a Ticket issued to you with relation to another

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Ticket which together constitute a single contract of carriage.

“CONVENTION” means whichever of the following instruments are applicable:

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 and by Additional Protocol No. 2 of Montreal (1975);

the Warsaw Convention as amended at The Hague and by Additional Protocol No.4 of Montreal (1975)

Guadalajara supplementary Convention (1961) (Guadalajara);

Convention for the Unification of Certain Rules relating to International Carriage by Air signed at Montreal on 28 May 1999 (hereinafter referred to as the Montreal Convention)

“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 it.

“DAMAGE” includes death, wounding, or bodily injury to a Passenger, loss, partial loss, theft or other damage, arising out of or in connection with carriage or other services incidental thereto performed by us.

“DAYS” mean 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 provided further that for purposes of determining duration of validity of a Ticket, the day upon which the Ticket is issued, or the flight commenced shall not be counted.

“ELECTRONIC COUPON” means an electronic flight coupon or other value document held in our database

“ELECTRONIC TICKET” means the Itinerary/Receipt issued by us or on our behalf, the Electronic Coupons and, if applicable, a boarding document.

“FLIGHT COUPON” means that portion of the Ticket that bears the notation “good for passage,” or in the case of an Electronic Ticket, the Electronic Coupon, and

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indicates the particular places between which you are entitled to be carried.

“FORCE MAJEURE” means unusual and unforeseeable circumstances beyond your control, the consequences of which could not have been avoided even if all due care had been exercised.

“ITINERARY/RECEIPT” means a document or documents we issue to Passengers travelling on Electronic Tickets that contains the Passenger's name, flight information and notices.

“NOTICE OF CONTRACT TERMS INCORPORATED BY REFERENCE” means those statements contained in or delivered with your Ticket or Itinerary/ Receipt, identified as such and which incorporate by reference, these Conditions of Carriage and notices.

“PASSENGER” means any person, except members of the crew, carried or to be carried in an aircraft pursuant to a Ticket. (See also definition for “you”, “your” and “yourself”).

“PASSENGER COUPON” or “PASSENGER RECEIPT” means that portion of the Ticket issued by us or on our behalf, which is so marked and which ultimately is to be retained by you.

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

“STOPOVER” means a scheduled stop on your journey, at a point between the place of departure and the place of destination.

“TARIFF” means the published fares, charges and/or related Conditions of Carriage of an airline 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 us or on our behalf, and includes the Conditions of Contract, notices and Coupons.

“UNCHECKED BAGGAGE” means any of your Baggage other than Checked Baggage.

2. ARTICLE 2 — APPLICABILITY

2.1 GENERAL

Except as provided in Articles 2.2, 2.4 and 2.5, our Conditions of Carriage apply only

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on those flights, or flight segments, where our name or Airline Designator Code is indicated in the carrier box of the Ticket for that flight or flight segment.

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 CODE SHARES

On some services we have arrangements with other carriers known as “Code Shares”. This means that even if you have a reservation with us and hold a ticket where our name or airline designator code is indicated as the carrier, another carrier may operate the aircraft. If such arrangements apply we will advise you of the carrier operating the aircraft at the time you make a reservation.

Passengers traveling on a flight operated by another carrier may be subject to terms and conditions of the operating carrier that differ from those of us, including, but not limited to:

- 1) check-in time deadline;
- 2) unaccompanied minors;
- 3) carriage of animals;
- 4) refusal to transport;
- 5) oxygen service;
- 6) stretcher service
- 7) extra seat service
- 8) irregular operations;
- 9) denied boarding compensation;
- 10) baggage acceptance, allowance and liability;;

2.4 OVERRIDING LAW

These Conditions of Carriage are applicable unless they are inconsistent with our Tariffs or applicable law in which event such Tariffs or laws shall prevail.

If any provision of these Conditions of Carriage is invalid under any applicable law,

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the other provisions shall nevertheless remain valid.

2.5 CONDITIONS PREVAIL OVER REGULATIONS

Except as provided in these Conditions of Carriage, in the event of inconsistency between these Conditions of Carriage and any other regulations we may have, dealing with particular subjects, these Conditions of Carriage shall prevail.

3. ARTICLE 3 — TICKETS

3.1 GENERAL PROVISIONS

3.1.1 We will provide carriage only to the Passenger named in the Ticket, and you may be required to produce appropriate identification.

3.1.2 A **Ticket** is not transferable.

3.1.3 Some Tickets are sold at discounted fares which may be partially or completely non-**refundable**. You should choose the fare best suited to your needs. You may also wish to ensure that you have appropriate insurance to cover instances where you have to cancel your Ticket.

3.1.4 If you have a Ticket, as described in 3.1.3 above, which is completely unused, and you are prevented from travelling due to Force Majeure, provided that you promptly advise us and furnish evidence of such Force Majeure, we will provide you with a credit of the period of the non-refundable amount of the fare, for future travel on us, subject to deduction of a reasonable administration fee.

3.1.5 The Ticket is and remains at all times the property of the issuing carrier.

3.1.6 Except in the case of an Electronic Ticket, you shall not be entitled to be carried on a flight unless you present a valid Ticket containing the Flight Coupon for that flight and all other unused Flight Coupons and the Passenger Coupon. In addition, you shall not be entitled to be carried if the Ticket presented is mutilated or if it has been altered otherwise than by us or our Authorized Agent. In the case of an Electronic Ticket, you shall not be

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entitled to be carried on a flight unless you provide positive identification and a valid Electronic Ticket has been duly issued in your name.

3.1.7(a) In case of loss or mutilation of a Ticket (or part of it) by you or non-presentation of a Ticket containing the Passenger Coupon and all unused Flight Coupons, upon your request we will replace such Ticket (or part of it) by issuing a new Ticket, provided there is evidence readily ascertainable at the time, that a Ticket valid for the flight(s) in question was duly issued and you sign an agreement to reimburse us for any costs and losses, up to the value of the original ticket, which are necessarily and reasonably incurred by us or another carrier for misuse of the Ticket. We will not claim reimbursement from you for any such losses which result from our own negligence. The issuing carrier may charge a reasonable administration fee for the service, unless the loss or mutilation was due to the negligence of the issuing carrier, or its agent.

3.1.7(b) Where such evidence is not available or you do not sign such an agreement, the carrier issuing the new Ticket may require you to pay up to the full Ticket price for a replacement Ticket, subject to refund if and when the original issuing carrier is satisfied that the lost or mutilated Ticket has not been used before the expiry of its validity. If, upon finding the original Ticket before the expiry of its validity, you surrender it to the carrier issuing the new Ticket, the foregoing refund will be processed at that time.

3.1.8 A ticket is valuable and you should take appropriate measures to safeguard it and ensure it is not lost or stolen.

3.2 PERIOD OF VALIDITY

3.2.1 Except as otherwise provided in the Ticket, these Conditions, or in applicable Tariffs, (which may limit the validity of a ticket, in which case the limitation will be shown on the Ticket), a Ticket is valid for:

3.2.1(a) one year from the date of issue; or

3.2.1(b) subject to the first travel occurring within one year from the date of issue,

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one year from the date of first travel under the Ticket.

- 3.2.2** When you are prevented from travelling within the period of validity of the Ticket because at the time you request reservations we are unable to confirmed a reservation, the validity of such Ticket will be extended, or you may be entitled to a refund in accordance with Article 10.
- 3.2.3** If after having commenced your journey, you are prevented from travelling within the period of validity of the Ticket by reason of illness, we may extend the period of validity of your Ticket until the date when you become fit to travel or until our 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. Such illness must be attested to by a medical certificate. When the flight coupons remaining in the Ticket, or in the case of an Electronic Ticket, the electronic coupon, involve one or more Stopovers, the validity of such ticket may be extended for not more than three months from the date shown on such certificate. In such circumstances, we will similarly extend the period of validity of Tickets of other members of your immediate family accompanying you.
- 3.2.4** In the event of death of a Passenger en route, the Tickets of 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 who are accompanying the Passenger may 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 for a period longer than forty-five (45) Days from the date of the death.

3.3 COUPON SEQUENCE AND USE

- 3.3.1** The Ticket you have purchased is valid only for the transportation as shown on the Ticket, from the place of departure via any Agreed Stopping Places to the final destination. The fare you have paid is based upon our Tariff and is

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for the transportation as shown on the Ticket. It forms an essential part of our contract with you. The Ticket will not be honored and will lose its validity if all the Coupons are not used in the sequence provided in the Ticket.

- 3.3.2** Should you wish to change any aspect of your transportation you must contact us in advance. The fare for your new transportation will be calculated and you will be given the option of accepting the new price or maintaining your original transportation as ticketed. Should you be required to change any aspect of your transportation due to Force Majeure, you must contact us as soon as practicable and we will use reasonable efforts to transport you to your next Stopover or final destination, without recalculation of the fare.
- 3.3.3** Should you change your transportation without our agreement, we will assess the correct price for your actual travel. You will have to pay any difference between the price you have paid and the total price applicable for your revised transportation. We will refund you the difference if the new price is lower but otherwise, your unused Coupons have no value.
- 3.3.4** Please be aware that while some types of changes will not result in a change of fare, others, such as changing the place of departure (for example if you do not fly the first segment) or reversing the direction you travel, can result in an increase in price. Many fares are valid only on the dates and for the flights shown on the Ticket and may not be changed at all, or only upon payment of an additional fee.
- 3.3.5** Each Flight Coupon contained in your Ticket will be accepted for transportation in the class of service on the date and flight for which space has been reserved. When a Ticket is originally issued without a reservation being specified, space may be later reserved subject to our Tariff and the availability of space on the flight requested.
- 3.3.6** Please be advised that in the event you do not show up for any flight without advising us in advance, we may cancel your return or onward reservations. However, if you do advise us in advance, we will not cancel your

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subsequent flight reservations.

3.4 NAME AND ADDRESS OF CARRIER

Our name may be abbreviated to our Airline Designator Code, or otherwise, in the Ticket. Our address shall be deemed to be the airport of departure shown opposite the first abbreviation of our name in the "carrier" box in the Ticket, or in the case of an Electronic Ticket, as indicated for our first flight segment in the Itinerary Receipt.

4. ARTICLE 4 — FARES, TAXES, FEES AND CHARGES

4.1 FARES

Fares apply only for carriage from the airport at the point of origin to the airport at the point of destination, unless otherwise expressly stated. Fares do not include ground transport service between airports and between airports and town terminals. Your fare will be calculated in accordance with our Tariff in effect on the date of payment of your ticket for travel on the specific dates and itinerary shown on it. Should you change your itinerary or dates of travel, this may impact the fare to be paid.

4.2 TAXES, FEES AND CHARGES

Applicable taxes, fees and charges imposed by government or other authority, or by the operator of an aircraft, shall be payable by you. At the time you purchase your Ticket, you will be advised of taxes, fees and charges not included in the fare, most of which will normally be shown separately on the Ticket. The taxes, fees and charges imposed on air travel are constantly changing and can be imposed after the date of Ticket issuance. If there is an increase in a tax, fee or charge shown on the Ticket, you will be obliged to pay it. Likewise, if a new tax, fee or charge is imposed even after Ticket issuance, you will be obliged to pay it. Similarly, in the event any taxes, fees or charges which you have paid to us at the time of Ticket issuance are abolished or reduced such that they no longer apply to you, or a lesser amount is due, you will be entitled to claim a refund.

4.3 CURRENCY

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Fares, taxes, fees and charges are payable in the currency of the country in which the Ticket is issued, unless another currency is indicated by us or our Authorized Agent, at or before the time payment is made (for example, because of the non-convertibility of the local currency). We may at our discretion, accept payment in another currency.

5. ARTICLE 5 — RESERVATIONS

Passengers travelling to or from the United States of America should also refer to Article 17 for additional information regarding Reservations

5.1 RESERVATION REQUIREMENTS

5.1.1 We or our Authorized Agent will record your reservation(s). Upon request we will provide you with written confirmation of your reservation(s).

5.1.2 Certain fares have conditions which limit or exclude your right to change or cancel reservations.

5.2 TICKETING TIME LIMITS

If you have not paid for the Ticket prior to the specified ticketing time limit, as advised by us or our Authorized Agent, we may cancel your reservation.

5.3 PERSONAL DATA

You recognize that personal data has been given to us 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 data to government agencies, in connection with your travel. For these purposes, you authorize us to retain and use such data and to transmit it to our own offices, Authorized Agents, government agencies, other Carriers or the providers of the above-mentioned services.

5.4 SEATING

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We will endeavor to honor advance seating requests, however, we cannot guarantee any particular seat. We reserve the right to assign or reassign seats at any time, even after boarding of the aircraft. This may be necessary for operational, safety or security reasons.

5.5 RECONFIRMATION OF RESERVATIONS

5.5.1 Passengers with tickets would not be required to reconfirm his/her onward or return flights on all UNI flights with conditions that

- 1) If passengers travel on the booked flights in PNR(Passenger Name Record), or
- 2) If there is local contact for stopover point(s)available in PNR(Passenger Name Record),

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

5.6 CANCELLATION OF ONWARD RESERVATIONS

Please be advised that if you do not show up for any flight without advising us in advance, we may cancel your return or onward reservations. However, if you do advise us in advance, we will not cancel your subsequent flight reservations.

6. ARTICLE 6 — CHECK-IN AND BOARDING

6.1 Check-in Deadlines are different at every airport and we recommend that you inform yourself about these Check-in Deadlines and honor them. Your journey will be smoother if you allow yourself ample time to comply with the Check-in Deadlines. We reserve the right to cancel your reservation if you do not comply with the Check-in Deadlines indicated. We or our Authorized Agent will advise you of the Check-in Deadline for your first flight on us. For any subsequent flights in your journey, you should inform yourself of the Check-in Deadlines. Check-in Deadlines for our flights can be found in our timetable, or may be obtained from us or our Authorized Agents.

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6.2 You must be present at the boarding gate not later than the time specified by us when you check-in.

6.3 We may cancel the space reserved for you if you fail to arrive at the boarding gate in time.

6.4 We will not be liable to you for any loss or expense incurred due to your failure to comply with the provisions of this Article.

7. ARTICLE 7 — REFUSAL AND LIMITATION OF CARRIAGE

Passengers travelling to or from the United States of America should also refer to Article 17 for additional information regarding Refusal and limitation of carriage

7.1 RIGHT TO REFUSE CARRIAGE

In the reasonable exercise of our discretion, we may refuse to carry you or your Baggage if we have notified you in writing that we would not at any time after the date of such notice carry you on our flights. In this circumstance you will be entitled to a refund. We may also refuse to carry you or your Baggage if one or more of the following have occurred or we reasonably believe may occur:

7.1.1 such action is necessary in order to comply with any applicable government laws, regulations, or orders;

7.1.2 the carriage of you or your Baggage may endanger or affect the safety, health, or materially affect the comfort of other passengers or crew;

7.1.3 your mental or physical state, including your impairment from alcohol or drugs, presents a hazard or risk to yourself, to passengers, to crew, or to property;

7.1.4 you have committed misconduct on a previous flight, and we have reason to believe that such conduct may be repeated;

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- 7.1.5 you have refused to submit to a security check;
- 7.1.6 you have not paid the applicable fare, taxes, fees or charges;
- 7.1.7 you do not appear to have valid travel documents, may seek to enter a country through which you may be in transit, or for which you do not have valid travel documents, destroy your travel documents during flight or refuse to surrender your travel documents to the flight crew, against receipt, when so requested;
- 7.1.8 you present a Ticket that has been acquired unlawfully, has been purchased from an entity other than us or our Authorized Agent, or has been reported as being lost or stolen, is a counterfeit, or you cannot prove that you are the person named in the Ticket;
- 7.1.9 you have failed to comply with the requirements set forth in Article 3.3 above concerning sequence and use, or you present a Ticket which has been issued or altered in any way, other than by us or our Authorized Agent, or the Ticket is mutilated;
- 7.1.10 you fail to observe our instructions with respect to safety or security.

7.2 SPECIAL ASSISTANCE

Acceptance for carriage of unaccompanied children, passengers with reduced mobility, pregnant women, persons with illness or other people requiring special assistance is subject to prior arrangement with us.

8. ARTICLE 8 — BAGGAGE

Passengers travelling to or from the United States of America should also refer to Article 17 for additional information regarding Baggage

8.1 FREE BAGGAGE ALLOWANCE

You may carry some Baggage, free of charge, subject to our conditions and

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limitations, which are available upon request from us or our Authorized Agents and are available at UNI website.

8.2 EXCESS BAGGAGE

You will be required to pay a charge for carriage of Baggage in excess of the free Baggage allowance. These rates are available from us upon request and are available at UNI website.

8.3 ITEMS UNACCEPTABLE AS BAGGAGE

8.3.1 You must not include in your Baggage:

8.3.1.1 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 and the International Air transport Association (IATA) Dangerous Goods Regulations, and in our regulations (further information is available from us on request).

8.3.1.2 items the carriage of which is prohibited by the applicable laws, regulations or orders of any state to be flown from or to;

8.3.1.3 items which are reasonably considered by us to be unsuitable for carriage because they are dangerous, unsafe or by reason of their weight, size, shape or character, or which are fragile or perishable having regard to, among other things, the type of aircraft being used. Information about unacceptable items is available upon request.

8.3.2 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. 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 8.3.1.1.

8.3.3 Weapons such as antique firearms, swords, knives and similar items may be accepted as Checked Baggage, at our discretion, but will not be permitted in

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the cabin of the aircraft.

8.3.4 You may not include in Checked Baggage money, jewellery, precious metals, computers, personal electronic devices, negotiable papers, securities or other valuables, business documents, passports and other identification documents or samples.

8.3.5 If despite being prohibited, any items referred to in 8.3.1, 8.3.2 and 8.3.4 is included in your Baggage, we shall not be responsible for any loss or damage to such items.

8.4 RIGHT TO REFUSE CARRIAGE

8.4.1 Subject to paragraph 8.3.2 and 8.3.3, we will refuse to carry as Baggage the items described in 8.3, and we may refuse further carriage of any such items upon discovery.

8.4.2 We may refuse to carry as Baggage any item reasonably considered by us to be unsuitable for carriage because of its size, shape, weight, content, character, or for safety or operational reasons, or the comfort of other passengers. Information about unacceptable items is available upon request.

8.4.3 We may refuse to accept Baggage for carriage unless it is in our reasonable opinion properly and securely packed in suitable containers. Information about packing and containers unacceptable to us is available upon request.

8.5 RIGHT OF SEARCH

For reasons of safety and security we may request that you permit a search and scan of your person and a search, scan or x-ray of your Baggage. If you are not available, your Baggage may be searched in your absence for the purpose of determining whether you are in possession of or whether your Baggage contains any item described in 8.3.1 or any firearms, ammunition or weapons, which have not been presented to us in accordance with 8.3.2 or 8.3.3. If you are unwilling to comply with such request we may refuse to carry you and your Baggage. In the event a search or scan causes Damage to you, or an x-ray or scan causes damage

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to your Baggage, we shall not be liable for such Damage unless due to our fault or negligence.

8.6 CHECKED BAGGAGE

8.6.1 Upon delivery to us of your Baggage which you wish to check we will take custody of, and issue a Baggage Identification Tag for, each piece of your Checked Baggage.

8.6.2 Checked Baggage must have your name or other personal identification affixed to it.

8.6.3 Checked Baggage will, whenever possible, be carried on the same aircraft as you, unless we decide for safety, security or operational reasons to carry it on an alternative flight. If your Checked Baggage is carried on a subsequent flight we will deliver it to you, unless applicable law requires you to be present for customs clearance.

8.7 UNCHECKED BAGGAGE

8.7.1 We may specify maximum dimensions and/or weight for Unchecked Baggage which you carry on to the aircraft. If we have not done so, Unchecked Baggage which you carry on to the aircraft must fit under the seat in front of you or in an enclosed storage compartment in the cabin of the aircraft. If your Unchecked Baggage cannot be stored in this manner, or is of excessive weight, or is considered unsafe for any reason, it must be carried as Checked Baggage.

8.7.2 Objects not suitable for carriage in the cargo compartment (such as delicate musical instruments), and which do not meet the requirements in 8.7.1 above, will only be accepted for carriage in the cabin compartment if you have given us notice in advance and permission has been granted by us. You may have to pay a separate charge for this service.

8.8 COLLECTION AND DELIVERY OF CHECKED BAGGAGE

8.8.1 Subject to Article 8.6.3, you are required to collect your Checked Baggage

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as soon as it is made available at your destination or Stopover. Should you not collect it within a reasonable time, we may charge you a storage fee. Should your Checked Baggage not be claimed with thirty (30) days of the time it is made available, we may dispose of it without any liability to you.

8.8.2 Only the bearer of the Baggage Check and Baggage Identification Tag, is entitled to delivery of the Check Baggage.

8.8.3 If a person claiming Checked Baggage is unable to produce the Baggage Check and identify the Baggage by means of a Baggage Identification Tag, we will deliver the Baggage to such person only on condition that he or she establishes to our satisfaction his or her right to the Baggage.

8.9 ANIMALS

If we agree to carry your animals they will be carried subjected to the following conditions:

8.9.1 You must ensure that animals such as dogs, cats, household birds, and rabbits, are properly crated and accompanied by valid health and vaccination certificates, entry permits, and other documents required by countries of entry or transit failing which, they will not be accepted for carriage. Such carriage may be subject to additional conditions specified by us, which are available on request.

8.9.2 If accepted as Baggage, the animal, together with its container and food, shall not be included in your free Baggage allowance, but shall constitute excess baggage for which you will be obliged to pay the applicable rate.

8.9.3 Service animals accompanying a Passenger with disabilities will be carried free of charge in addition to the normal free baggage allowance, subject to conditions specified by us, which are available on request.

8.9.4 Where carriage is not subject to the liability rules of the Convention, we are not responsible for injury to or loss, sickness or death of an animal which we have agreed to carry unless we have been negligent.

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8.9.5 We will have no liability in respect of any such animal not having all the necessary exit, entry, health and other documents with respect to the animal's entry into or passage through any country, state or territory and the person carrying the animal must reimburse us for any fines, costs, losses or liabilities reasonably imposed or incurred by us as a result.

9. ARTICLE 9 — SCHEDULES, DELAYS, CANCELLATION OF FLIGHTS

Passengers travelling to or from the United States of America should also refer to Article 17 for additional information regarding Schedules, Delays, Cancellation of Flights

9.1 SCHEDULES

9.1.1 The flight times shown in timetables may change between the date of publication and the date you actually travel. We do not guarantee them to you and they do not form part of your contract with us.

9.1.2 Before we accept your booking, we will notify you of the scheduled flight time in effect as of that time, and it will be shown on your Ticket. It is possible we may need to change the scheduled flight time subsequent to issuance of your Ticket. If you provide us with contact information, we will endeavor to notify you of any such changes. If, after you purchase your Ticket, we make a significant change to the scheduled flight time, which is not acceptable to you, and we are unable to book you on an alternate flight which is acceptable to you, you will be entitled to a refund in accordance with Article 10.2.

9.2 CANCELLATION, REROUTING, DELAYS, ETC.

9.2.1 We will take all necessary measures to avoid delay in carrying you and your baggage. In the exercise of these measures and in order to prevent a flight cancellation, in exceptional circumstances we may arrange for a flight to be operated on our behalf by an alternative carrier and/or aircraft.

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9.2.2 Except as otherwise provided by the Convention, if we cancel a flight, fail to operate a flight reasonably according to the schedule, fail to stop at your destination or Stopover destination, or cause you to miss a connecting flight on which you hold a confirmed reservation, we shall, at your option, either:

9.2.2.1 carry you at the earliest opportunity on another of our scheduled services on which space is available without additional charge and, where necessary, extend the validity of your Ticket; or

9.2.2.2 within a reasonable period of time re-route you to the destination shown on your Ticket by our own services or those of another carrier, or by other mutually agreed means and class of transportation without additional charge. If the fare and charges for the revised routing are lower than what you have paid, we shall refund the difference; or

9.2.2.3 make a refund in accordance with the provisions of Article 10.2.

9.2.3 Upon the occurrence of any of the events set out in Article 9.2.2, except as otherwise provided by the Convention, the options outlined in Article 9.2.2.1 through 9.2.2.3 are the sole and exclusive remedies available to you and we shall have no further liability to you.

9.2.4 If we are unable to provide previously confirmed space, we shall provide compensation to those Passengers denied boarding in accordance with applicable law and our denied boarding compensation policy.

10. ARTICLE 10 — REFUNDS

Passengers travelling to or from the United States of America should also refer to Article 17 for additional information regarding Refunds

10.1 We will refund a Ticket or any unused portion, in accordance with the applicable fare rules or Tariff, as follows;

10.1.1 Except as otherwise provided in this Article, we shall be entitled to make a

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refund either to the person named in the Ticket or, to the person who has paid for the Ticket, upon presentation of satisfactory proof of such payment.

10.1.2 If a Ticket has been paid for by a person other than the Passenger named in the Ticket, and the Ticket indicated that there is a restriction on refund, we shall make a refund only to the person who paid for the Ticket, or to that person's order.

10.1.3 Except in the case of a lost Ticket, refunds will only be made on surrender to us of the Ticket and all unused Flight Coupons.

10.2 INVOLUNTARY REFUNDS

10.2.1 If we cancel a flight, fail to operate a flight reasonably according to schedule, fail to stop at your destination or Stopover, or cause you to miss a connecting flight on which you hold a reservation, the amount of the refund shall be:

10.2.1.1 If no portion of the Ticket has been used, an amount equal to the fare paid;

10.2.1.2 If a portion of the Ticket has been used, the refund will be not less than the difference between the fare paid and the applicable fare for travel between the points for which the Ticket has been used.

10.3 VOLUNTARY REFUNDS

10.3.1 If you are entitled to a refund of your Ticket for reasons other than those set out in 10.2, the amount of the refund shall be:

10.3.1.1 if no portion of the Ticket has been used, an amount equal to the fare paid, less any reasonable service charges or cancellation fees;

10.3.1.2 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 reasonable service charges or cancellation fees.

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10.4 REFUND ON LOST TICKET

10.4.1 If you lose your Ticket or portion of it, upon furnishing us with satisfactory proof of the loss, and payment of a reasonable administration charge, refund will be made as soon as practicable after the expiry of the validity period of the Ticket, on condition:

10.4.1.1 that the lost Ticket, or portion of it, has not been used, previously refunded or replaced, (except where the use, refund or replacement by or to a third party resulted from our own negligence);

10.4.1.2 that the person to whom the refund is made undertakes, in such form as may be prescribed by us, to repay to us the amount refunded in the event of fraud and/or to the extent that the lost Ticket or portion of it is used by a third party (except where any fraud or use by a third party resulted from our own negligence).

10.4.2 If we or our Authorized Agent lose the Ticket or portion of it, the loss shall be our responsibility.

10.5 RIGHT TO REFUSE REFUND

10.5.1 We may refuse a refund where application is made after the expiry of the validity of the Ticket.

10.5.2 We may refuse a refund on a Ticket which has been presented to us, or to Government officials, as evidence of intention to depart from that country, unless you establish to our satisfaction that you have permission to remain in the country or that you will depart from that country by another carrier or another means of transport.

10.6 CURRENCY

We reserve the right to make a refund in the same manner and the same currency used to pay for the Ticket.

10.7 BY WHOM TICKET REFUNDABLE

Voluntary refunds will be made only by the carrier which originally issued the Ticket

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or by its agent if so authorized.

11. ARTICLE 11 — CONDUCT ABOARD AIRCRAFT

11.1 GENERAL

If, in our reasonable opinion, you conduct yourself 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 discomfort, inconvenience, damage or injury to other passengers or the crew, we may take such measures as we deem reasonably necessary to prevent continuation of such conduct, including restraint. You may be disembarked and refused onward carriage at any point, and may be prosecuted for offences committed on board the aircraft.

11.2 ELECTRONIC DEVICES

For Safety reasons, we may forbid or limit operation aboard the aircraft of electronic equipment, including, but not limited to, cellular telephones, laptop computers, portable recorders, portable radios, CD players, electronic games or transmitting devices, including radio controlled toys, electronic medical equipment and walkie-talkies. Operation of hearing aids and heart pacemakers is permitted.

12. ARTICLE 12 — ARRANGEMENTS FOR ADDITIONAL SERVICES

12.1 If we make arrangements for you with any third party to provide any services other than carriage by air, or if we issue a ticket or voucher relating to transportation or services (other than carriage by air) provided by a third party such as hotel reservations or car rental, in doing so we act only as your agent. The terms and conditions of the third party service provider will apply.

12.2 If we also providing surface transportation to you, other conditions may apply to

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such surface transportation. Such conditions are available from us upon request.

13. ARTICLE 13 — ADMINISTRATIVE FORMALITIES

13.1 General

13.1.1 You are responsible for obtaining all required travel documents and visas and for complying with all laws, regulations, orders, demands and travel requirements of countries to be flown from, into or through which you transit.

13.1.2 We shall not be liable for the consequences to any Passenger resulting from his or her failure to obtain such documents or visas or to comply with such laws, regulations, orders, demands, requirement, rules or instructions.

13.2 TRAVEL DOCUMENTS

Prior to travel, you must present all exit, entry, health and other documents required by law, regulation, order, demand or other requirement of the countries concerned, and permit us to take and retain copies thereof. We reserve the right to refuse carriage if you have not complied with these requirements, or your travel documents do not appear to be in order.

13.3 REFUSAL OF ENTRY

If you are denied entry into any country, you will be responsible to pay any fine or charge assessed against us by the Government concerned and for the cost of transporting you from that country. The fare collected for carriage to the point of refusal or denied entry will not be refunded by us.

13.4 PASSENGER RESPONSIBLE FOR FINES, DETENTION COSTS, ETC.

If we are required to pay any fine or penalty or to incur any expenditure by reason of your failure to comply with laws, regulations, orders, demands or other travel requirements of the countries concerned or to produce the required documents, you shall reimburse us on demand, any amount so paid or expenditure so incurred. We may apply towards such payment or expenditure the value of any unused carriage

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on your ticket, or any of your funds in our possession.

13.5 CUSTOMS INSPECTION

If required, you shall attend inspection of your Baggage, by customs or other Government officials. We are not liable to you for any loss or damage suffered by you in the course of such inspection or through your failure to comply with this requirement.

13.6 SECURITY INSPECTION

You shall submit to any security checks by Governments, airport officials, Carriers or by us.

13.7 We will not be liable to you for the return of any of your travel documents, identification documents or tickets confiscated by a government or other authority.

14. ARTICLE 14 — SUCCESSIVE CARRIERS

Carriage to be performed by us and other Carriers under one Ticket, or a Conjunction Ticket is regarded as a single operation for the purposes of the Convention. However, your attention is drawn to Article 15.1.2(b).

15. ARTICLE 15 — LIABILITY FOR DAMAGE

Passengers travelling to or from the United States of America should also refer to Article 17 for additional information regarding Liability for Damage

15.1 The liability of UNI Airways and each Carrier involved in your journey will be determined by its own Conditions of Carriage. Our liability provisions are as follows:

15.1.1 Unless otherwise stated herein, international travel, as defined in the Convention, is subject to the liability rules of the Convention.

15.1.2 Where your carriage is not subject to the liability rules of the Convention,

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the following rules shall apply:

- 15.1.2(a)** We shall be liable for Damage to a Passenger or his /her Checked Baggage only if such Damage has been caused by or negligence, except in the case of acts or omissions done with intent to cause Damage or recklessly and with knowledge that Damage would probably result, our liability with respect to each Passenger for death, wounding or other bodily injury shall be limited to the sum then equivalent of 100,000 S.D.R.
- 15.1.2(b)** Any liability we have for Damage, will be reduced by any negligence on your part which causes or contributes to the Damage in accordance with applicable law.
- 15.1.2(c)** We will be liable only for Damage occurring during carriage on flights or flight segments where our Airline Designator Code appears in the carrier box of the Ticket for that flight or flight segment. If we issue a Ticket or if we check Baggage for carriage on another carrier, we do so only as agent for the other carrier.
- 15.1.2(d)** We will not be liable for Damage to Unchecked Baggage unless such Damage is caused by our negligence.
- 15.1.2(e)** We are not liable for any Damage arising from our compliance with applicable laws or Government rules and regulations, or from your failure to comply with the same.
- 15.1.2(f)** Except in the case of an act or omission done with intent to cause Damage or recklessly and with knowledge that Damage would probably result, our liability in the case of Damage would probably result, our liability in the case of Damage to Checked Baggage shall be limited to USD 20 per kilogram and in the case of Damage to Unchecked Baggage shall be limited to USD400 per passenger. If the weight of Baggage is not recorded on the Baggage Check, it is presumed that the total weight of the Checked Baggage does not exceed the applicable free baggage allowance for the class of carriage concerned. If in the case of Checked Baggage a higher value is declared in writing pursuant to an excess valuation facility, our

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liability shall be limited to such higher declared value.

- 15.1.2(g)** Except where other specific provision is made in these Conditions, we shall be liable to you only for recoverable compensatory Damage for proven losses and costs, and in any event, we shall not be liable for indirect, consequential , or any other form if non-compensation Damage.
- 15.1.2(h)** We are not liable for any Damage caused by your Baggage. You shall be responsible for any Damage caused by your Baggage to other persons or property including our property.
- 15.1.2(i)** We shall have no liability whatsoever for Damage to articles not permitted to be contained in Checked Baggage under 8.3, including fragile or perishable items, items having a special value, such as money , jewellery, precious metals, computers, personal electronic devices, negotiable papers, securities, or other valuables, business documents, passports and other identification documents, or samples.
- 15.1.2(j)** We are not responsible for any illness, injury or disability, including death, attributable to your physical condition or for the aggravation of such condition.
- 15.1.2(k)** The contract of carriage, including these Conditions of Carriage and exclusions or limits of liability, applies to our Authorized Agents, servants, employees and representatives to the same extent as they apply to us. The total amount recoverable from us and from such Authorized Agents, employees, representatives and persons shall not exceed the amount of our own liability, if any.
- 15.1.2(l)** Nothing in these Conditions of Carriage shall waive any exclusion or limitation of our liability under the Convention or applicable laws unless otherwise expressly stated.

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16. ARTICLE 16 — TIME LIMITATION ON CLAIMS AND ACTIONS

16.1 NOTICE OF CLAIMS

Acceptance of Baggage by the bearer of the Baggage Check without complaint at the time of delivery is sufficient evidence that the Baggage has been delivered in good condition and in accordance with the contract of carriage, unless you prove otherwise.

If you wish to file a claim or an action regarding Damage to Checked Baggage, you must notify us as soon as you discover the Damage, and at the latest, within (7) Days of receipt of Baggage. If you wish to file a claim or an action regarding delay of Checked Baggage, you must notify us within twenty-one (21) Days from the date the Baggage has been placed at your disposal. Every such notification must be made in writing.

16.2 LIMITATION OF ACTIONS

Any right to Damages shall be extinguished if an action is not brought within two years of the date of arrival at destination, or the date on which the aircraft was scheduled to arrive, or the date on which the carriage stopped. The method of calculating the period of limitation shall be determined by the law of the court where the case is heard.

17. ARTICLE 17—TRAVEL TO OR FROM THE UNITED STATES of America AND US TERRITORIES

17.1 GENERAL

17.1.1 The Conditions of Carriage are modified for passengers traveling to or from the United States and its territories in accordance with US Department of

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Transportation (USDOT) requirements and only apply to non-stop flights to and from the United States of America or within the USA and may not be applicable on flights outside the United States of America.

17.1.2 Except as set for in this Article 17, our Conditions of Carriage apply on those flights as per Article 2 of our Conditions of Carriage for carriage to and/or from the United States of America.

17.1.3 In the event of a discrepancy between the Chinese Language text and the English language text of these conditions. The English language text will take precedence.

17.2 RESERVATIONS

17.2.1 We will hold your reservation at the fare we quoted without payment or cancelled without penalty for twenty-four (24) hours after the reservation is made if the reservation is made one week or more prior to a flight's departure.

17.3 SPECIAL ASSISTANCE

17.3.1 If you have a disability when traveling on a non-stop flight to or from the United States of America, we will assist you consistent with the requirements if the US Department of Transportation specified in 14CFR382 – Nondiscrimination on the Basis of Disability in Air Travel.

17.4 BAGGAGE

17.4.1 When packing your baggage, we strongly recommend that you not pack money, jewelry, precious metals, computers, personal electronic devices, negotiable papers, securities or other valuables, business documents, passports and other identification documents or samples. These items should be carried on your Unchecked Baggage when traveling on flights from the United States of America.

17.4.2 On flights departing from the United States of America, any items listed in 17.4.1 are subject to the Montreal Convention in the event of loss or

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damage.

17.5 SCHEDULES, DELAYS, CANCELLATION OF FLIGHTS

17.5.1.1 If there is a change in the status of a flight on which you hold reservations or on which you are ticketed to and from the United States of America, information about the change in the status of your flight will be communicated to you within thirty (30) minutes after we become aware of such change in the status. A change in status means, at minimum, cancellation of a flight, a delay of thirty (30) or more minutes in the planned operation of a flight or a diversion. The flight status information will, at a minimum, be provided at the boarding gate area for the flight at a U.S. airport, on our website and via our telephone reservations system upon inquiry by any person.

17.5.1.2 If you subscribe to our flight notification service, we will deliver such notification by whatever means available to us and of your choice within thirty (30) minutes of the time we become aware of such change in the status of the flight.

17.5.1.3 We will update any cancellation, flight delay of thirty (30) minutes or flight diversion on the flight status displays and other sources of flight information that is under our control at U.S. airports or that are under the control of a U.S. airport that accepts flight status updates for our scheduled flights within thirty (30) minute of our becoming aware of that flight's irregularity.

17.5.2.1 If a flight for which you have been issued a boarding pass and on which you have boarded is delayed on departure or arrival from or to a U.S. airport is delayed, we will not require you to remain on board the aircraft for more than four (4) hours unless the pilot in command, Air Traffic Control (ATC), or other governmental agency determines there is a safety-related or security-related reason why the aircraft cannot leave its position on the tarmac to deplane passengers or will disrupt airport operations to do so.

17.5.2.2 If, in the course of a lengthy tarmac delay at a U.S. airport, you are kept on board for two (2) or more hours we will ensure that there is adequate

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food or snacks and potable water, that the lavatories will be operable and there will be adequate medical attention should you require it.

17.5.2.3 During lengthy tarmac delays at U.S. airports, you will receive notification regarding the status of the delay at least every thirty (30) minutes while the aircraft is delayed including the reasons for the tarmac delay, if known, beginning thirty (30) minutes after the scheduled departure time.

17.5.2.4 If you are on board the aircraft during a tarmac delay at a U.S. airport, the delayed flight notification every thirty (30) minutes will include information that you have the opportunity to deplane from the aircraft if it is still at the gate or another disembarkation area with the door open if the opportunity to deplane actually exists.

17.5.3.1 If you are denied boarding from a flight to originating in the United States of America due to oversales, the following regulations will apply:

17.5.3.2 Before denying boarding to any passenger, we will solicit volunteers for off-loading

17.5.3.3 If there are an insufficient number of volunteers come forward, we will deny boarding due to oversales based on our Boarding Priority Rules. These rules are available, on request, from our U.S. Airport personnel.

17.5.3.4 If you are denied boarding at a U.S. airport, you will be eligible for Denied Boarding Compensation in accordance with US DOT requirements unless we have confirmed you on a flight that will arrive at your destination or stopover point not later than one hour after the planned arrival of your original flight or you have failed to comply fully with our Contract of Carriage or tariff provisions regarding ticketing, reconfirmation, check-in and acceptability for transportation.

17.5.3.5 If you are denied boarding due to oversales at a U.S. airport, we will provide you with a written statement explaining the terms, conditions and limitations of denied boarding compensation and describing our boarding priority rules and criteria.

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17.5.3.6 If you are denied boarding at a U.S. airport due to oversales, we will make payment be either cash or check on the day and place of the denied boarding unless we have arranged for you to depart on an alternative flight that departs before payment can be paid. In that case, we will pay the payment to you within twenty-four (24) hours. Alternatively, we may offer you free or discounted transportation. In that event, we will disclose all material restrictions on the use of the free or discounted transportation before you decide whether to accept the transportation in lieu of a cash or check payment. You may insist on a cash/check payment or refuse compensation and bring private legal action. If you choose to accept the compensation, you will relieve us from any further liability caused by our failure to honor your reservation.

17.6 REFUNDS

17.6.1 If you are due a refund, we will process and provide the refund back you within twenty (20) days after receiving a complete refund request for cash and check payments or within seven (7) days when the payment is by credit cards including any fees for optional services that you were unable to use due to an oversales situation. Credit card refunds will be sent to the credit card company and may or may not reflect immediately on your statement depending on the billing cycle of the credit card company.

17.7 LIABILITY FOR DAMAGE

17.7.1 UNI Airways liability for flights originating in the United States of America may be covered the Montreal Convention and subject to liability rules states elsewhere in these conditions of carriage. Full details on the liability are available at all U.S. airport location and reservations and ticketing offices.

17.7.2 Advice to international passengers on limitation of liability

Passengers on a journey involving an ultimate destination or a stop in a country other than the country of departure are advised that international treaties known as the Montreal Convention, or its predecessor, the Warsaw Convention, including its amendments, may apply to the entire journey,

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including any portion thereof within a country. For such passengers, the treaty, including special contracts of carriage embodied in applicable tariffs, governs and may limit the liability of the Carrier in respect of death or injury to passengers, and for destruction or loss of, or damage to baggage, and for delay for passengers and baggage.

The names of carrier's party to such special contracts are available at all ticket offices of such carriers and may be examined upon request.

The applicable limits of liability for your international journey on a flight ticketed by this carrier are:

Compensation in the case of death or injury:

There are no financial limits for death or bodily injury and the air carrier may make an advance payment to meet immediate economic needs of the person entitled to claim compensation.

Where the Montreal Convention applies:

- For damages up to 113,100 SDRs, the carrier will not avail it-self of any defense other than contributory negligence and will not otherwise exclude or limit its liability. Above 113,100 SDRs the carrier may defend the claim if it can prove that it was not negligent or otherwise at fault.

Where the Warsaw Convention, or any other legal regime, applies:

- For damages up to 100,000 SDRs the carrier will not avail it-self of any defense other than contributory negligence and will not otherwise exclude or limit its liability. Above 100,000 SDRs the carrier may defend the claim if it can prove that it took all necessary measures to avoid the damage or that it was impossible for it to take such measures.

Destruction, loss, damage or delay to baggage

In relation to all baggage claims the carrier may rely upon the defense of contributory negligence.

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Where the Montreal Convention applies:

- The carrier is liable for destruction, loss or damage to Checked Baggage unless it was defective.
- The carrier is only liable for destruction, loss or damage to Unchecked Baggage if it is proven that it was at fault.
- The carrier is liable for damage arising out of delay to baggage unless it can prove that it took all reasonable measures to avoid the damage or it was impossible for it to take such measures.
- Liability is limited to 1,131 SDRs per passenger for both Checked and Unchecked baggage.

Where the Warsaw Convention applies:

- The carrier is liable for destruction, loss, damage or delay to Baggage unless it can prove that it took all reasonable measures to avoid the damage or it was impossible for it to take such measures.
- Liability is limited to 17 SDRs per kilogram of Checked Baggage and a total of 332 SDRs in the case of Unchecked Baggage. These limits do not apply if it is proven that the damage resulted from the carrier's reckless act or omission done with knowledge that damage would probably result.

You may benefit from a higher limit of liability for loss of damage or delay to baggage by making at check-in a special declaration of the value of your baggage and paying any supplementary fee that may apply. Alternatively, if the value of your baggage exceeds the applicable limit of liability, you should fully insure it before you travel.

Passenger delays:

In case of passenger delay, the carrier is liable for damage unless it took all reasonable measures to avoid the damage or it was impossible for it to take such measures. The carrier may rely upon the defense of contributory negligence.

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Where the Montreal Convention applies:

-Liability is limited to 4,694 SDRs.

Where the Warsaw Convention applies:

-Liability is limited to 16,600 SDRs

If your journey also involves carriage by other airlines, you should contact them for information on their limit of liability

18. ARTICLE 18 — OTHER CONDITIONS

Carriage of you and your Baggage is also provided in accordance with certain other regulations and conditions with certain other regulations and conditions applying to or adopted by us including those issued by the various governmental authorities. These regulations and conditions as varied from time to time are important. They concern among other things; the carriage of unaccompanied minors, pregnant women, and sick passengers, restrictions on use of electronic devices and items, the on board consumption of alcoholic beverages, and other auxiliary service.

Regulations and conditions concerning these matters are available from us upon request.

19. ARTICLE 19 — INTERPRETATION

The title of each Article of these Conditions of Carriage is for convenience only, and is not to be used for interpretation of the text.