CONDITIONS OF CARRIAGE FOR PASSENGER, BAGGAGE

Version 2026.1

CONTENTS

ARTICLE 1. DEFINITIONS **7-10**

ARTICLE 2. APPLICABILITY **10-11**

2.1. General Provisions 10-11

2.2 Charters 11

2.3 Codeshares 11

2.4 Governing Law 11

2.5 Precedence of Conditions of Carriage 11

ARTICLE 3. TICKETS **11-15**

3.1 General provisions 11-13

3.2 Validity of Ticket and EMD 13-14

3.3 Coupon sequence 14-15

3.4 Our name and address 15

ARTICLE 4. STOPOVERS **15-16**

4.1 A stopover is a location where 16

4.2 Stopovers must be arranged 16

ARTICLE 5. FARES, TAXES, FEES, CHARGES, AND SURCHARGES **16-17**

5.1 Fares 16

5.2 Taxes, fees, and charges 16

5.3 Airline surcharges and other fees 16

5.4 Total fares 17

5.5 Additional Charges 17

5.6 Payment of Total Fares 17

5.7 Currency 17

ARTICLE 6. RESERVATIONS 17-19

6.1 Reservation requirements 17

6.2 Ticket time limits 18

6.3 Personal data 18

6.4 Seating 18

6.5 Noshow-fees 18

6.6 Special services 18-19

6.7 On board services 19

6.8 Cancellation of onward reservations 19

ARTICLE 7. CHECK-IN AND BOARDING 19-20

7.1 Pasenger must arrive 20

7.2 Pasenger must be present 20

7.3 If the passenger fail 20

7.4 We shall not be held liable 20

ARTICLE 8. REFUSAL AND LIMITATION OF CARRIAGE 20-22

8.1 Right to refuse carriage 20-21

8.2 We reserve the right to notify 21

8.3 Liability in case of refusal carriage 21-22

8.4 Aircraft weight/seating capacity 22

8.5 Service dogs accompanying passengers with disabilities 22

ARTICLE 9. BAGGAGE 22-27

9.1 Free baggage allowance 22-23

9.2 Excess baggage 23

9.3 Prohibited/restricted carriage 23

9.4 Right to refuse carriage 23-24

9.5 Right of search 24

9.6 Checked baggage 24-25

9.7 Excess value declaration and charge 25

9.8 Unchecked Baggage 25

9.9 Collection and delivery of Baggage 25-26

9.10 Animals 26-27

ARTICLE 10. SCHEDULES, CANCELLATION OF FLIGHTS 27-28

10.1 Flight Schedule and aircraft types 27

10.2 Schedule Changes 27-28

ARTICLE 11. REFUNDS 28-30

11.1 Refund conditions 28

11.2 Voluntary refunds 28-29

11.3 Involuntary refunds 29

11.4 Refunds for lost Excess Baggage Ticket 29-30

11.5 Right to refuse refund 30

11.6 Processing the refund 30

ARTICLE 12. CONDUCT ABOARD AIRCRAFT 30-31

12.1 If, in our reasonable opinion, ... 30-31

12.2 Passengers are not permitted 31

12.3 If a Passenger breaches the provisions 31

12.4 Electronic devices 31

ARTICLE 13. ARANGEMENTS FOR ADDITIONAL SERVICES 31-32

13.1 Unless otherwise stipulated by us 31

13.2 If we make arrangements for the passenger with any third party 31

13.3 If we provide road 32

13.4 Passengers shall be responsible 32

ARTICLE 14. ADMINISTRATIVE FORMALITIES 32-33

14.1 General 32

14.2 Travel document 32

14.3 Refusal of entry 32

14.4 The Passenger is responsible for any fines and detention fees, as well as for the journey ticket as required by the Authorities 33

14.5 Customs or other official inspection 33

14.6 Security inspection 33

ARTICLE 15. SUCCESSIVE CARRIER 33

ARTICLE 16. LIABILITY FOR DAMAGE 33-37

16.1 General principles 33-34

16.2 Compensation liability for Damage to Passenger's death or injury 34

16.3 Compensation liability for Damage to Baggage 34-36

16.4 Compensation liability for damage occasioned by delay in the carriage of Passenger 36

16.5 Other rules 36-37

ARTCILE 17. CLAIMS AND LITIGATION 37

17.1 Time limit for claims of Baggage 37

17.2 All feedback, requests, and claims regarding service quality 37

17.3 Time limit for initiation of lawsuits 37

ARTICLE 18. EFFECTIVENESS AND AMENDMENTS 37

18.1 These conditions of carriage and the carrier's regulations 37

18.2 No staff, employee, or representative of the Carrier 37

ARTICLE 19. MISCELLANEOUS 38

ARTICLE 20. HEADINGS AND TITLES 38

ARTICLE 1. DEFINITIONS

The following terms have the following meanings in these Conditions of Carriage:

Agreed-upon Stopping Places (hence referred to as "Stopovers") are predetermined locations along the Passenger's itinerary, excluding the place of departure and destination, that have been previously agreed upon with Us and are indicated on the Passenger's Ticket.

We", "Our", "Us" refers to Pacific Airlines JSC.

Electronic Miscellaneous Document (hereinafter referred to as EMD) is an electronic document issued by Us or Our Designated Agent that may be issued in conjunction with the E-ticket and valid for the same period, or issued separately to provide services to the Passenger or agent named on such EMD.

Convention means the Convention for the Unification of Certain Rules relating to International Carriage by Air signed at Warsaw on October 12, 1929 (hereinafter called the Warsaw Convention); the Protocol to amend the Warsaw Convention, done at The Hague on September 28, 1955 (hereinafter called The Hague Protocol); Convention for the Unification of Certain Rules for International Carriage by Air signed at Montreal on May 28, 1999; and any applicable protocols or conventions.

Designated Agent refers to a passenger sales agent appointed by Us to represent us in selling air transportation services for Our flights and, when authorized, for the flights operated by Other carriers.

Force Majeure refers to any event beyond the control of the Carrier and/or the Passenger that occurs in an objective manner, which is unforeseeable, and which cannot be remedied despite all possible necessary and admissible measures being taken. Such events may include, but are not limited to: war, armed conflict, political instability, strikes affecting flight operations; pandemics requiring the imposition of travel restrictions as declared by competent authorities; cancellation or long delay as mandated by competent authorities, etc., provided that such events meet the criteria for force majeure as defined under applicable laws.

Conditions of Contract refer to the terms and conditions applicable as specified in the E-ticket, the Itinerary/ Receipt, those incorporated by reference from these Conditions of Carriage, and any other conditions disclosed by Us in accordance with applicable laws, together they form the contract between Us and the Passenger.

Conditions of Carriage mean these Conditions of Carriage or, where relevant, the conditions of carriage of Other carriers involved in the carriage.

Other Carriers refer to any carriers other than Us. Their codes are shown on the Passenger's Ticket or Conjunction Ticket.

Passenger is any person, other than crew members, who is or will be carried on the flight with Our consent.

Baggage refers to the personal belongings, items, and properties of the Passenger that are considered necessary or appropriate for use or carriage during the journey. Baggage includes both the Passenger's Checked baggage and Unchecked baggage.

Checked Baggage refers to the baggage of which We take sole custody and for which We has issued a baggage identification tag.

Unchecked Baggage refers to any of the Passenger's baggage other than checked baggage, including all items brought into the aircraft cabin and kept under the Passenger's custody during transportation.

The Original Form of Payment refers to the method of payment that the Passenger used (e.g., cash, credit card, etc.…) to purchase Our services. These forms of payment are indicated on the Ticket and/or EMD.

Passenger Reservation Record is the data created by Us or Our Designated Agent at the Passenger's request or entered by the Passenger through Our Website or Mobile App and stored in Our reservation system. The record includes the Passenger's personal information (name, gender, date of birth, contact details), detailed itinerary information (place of departure, destination, carrier, flight date and time, seat status, etc.), and any additional services booked, which together form the basis for issuing the E-ticket and EMD.

Airline Designator Code is a two-character code (letters or a combination of letters and numbers), or a three-digit number, used to identify a specific carrier.

Flight Schedule refers to the information that includes the place of departure, destination, scheduled departure time, and scheduled arrival time.

Days refer to calendar days, including all seven days of the week; provided that for the purpose of notification, the day upon which the notice is sent shall not be counted; and for purpose of determining Ticket validity, the day on which the Ticket is issued or the flight commenced shall not be counted.

Competent Authorities refer to government agencies, specialized regulatory bodies, or organizations/individuals duly authorized.

Electronic Purchase Voucher (hereinafter referred to as "E-voucher") is an electronic payment certificate issued by Us or Our Designated Agents. An E-voucher may be used to pay (instead of cash or other payment methods) for products and services accepted by Us on Our

Website, at Our Branches, or through Our Designated Agent. The validity of an E-voucher is specified on the E-voucher. Passengers may contact us to check the validity of their E-voucher.

Our Other Regulations mean rules and provisions, apart from these Conditions of Carriage and Fares, that have been promulgated by Us and duly disclosed in accordance with applicable laws.

SDR, which stands for Special Drawing Right, is a unit of account of the International Monetary Fund (IMF). This is an international unit of account based upon the values of several leading currencies. The currency values of the SDR fluctuate and are re-calculated every day. These values are recognized by most commercial banks and are reported regularly in top financial journals as well as on the website of the IMF (www.imf.org).

Baggage Identification Tag is a document issued to identify Checked Baggage and serves as the reference for resolving any irregularities involving the Checked Baggage.

Boarding Pass is a document issued at the time of check-in that passengers use to board the aircraft. Passenger must present their Boarding Passes at the aircraft door.

Damage includes (i) the Passenger's death or injury, or any physical harm suffered in an accident that took place on board, or in the course of any the operations of embarking or disembarking; (ii) damage to, or partial or total loss of, Baggage which occurs during carriage by air; (iii) damage occasioned by delay, cancellation, or miss connections, which was not due to faults of Passenger.

Check-in Deadline means the time limit specified by carriers by which the Passenger must have completed all check-in formalities and obtained a Boarding Pass.

Itinerary/ Receipt is the document or set of documents issued by Us or Our Designated Agent to the Passenger in connection with the E- ticket. It includes the issuing carrier, place of issuance, ticket number, Passenger’s full name, itinerary information, Conditions of Contract, and any other relevant information.

Electronic Flight Coupon is the itinerary information showing particular points between which Passenger is eligible to be carried. The information is stored in Our electronic database.

Paper Flight Coupon shows the itinerary information, the quantity or weight of excess baggage purchased, and other relevant details. The itinerary for which the Passenger purchases excess baggage must match the itinerary indicated on the Passenger’s E-ticket or Electronic Flight coupon.

E-ticket (hereinafter referred to as a "Ticket") is issued by Us or Our Designated Agent and a record containing data on the Passenger's information, itinerary, and Total Fares that is stored

in electronic database of US and/or the participating carrier(s) involved in the Passenger's journey.

Excess Baggage Ticket is a paper document issued by Us to collect Fares for the carriage of baggage that exceeds the free allowance in term of number of pieces, weight, or dimensions on Our flight or on any other carrier designated on the E-ticket. In this case, Excess Baggage Ticket is valid for the same duration as the E-ticket.

Conjunction Ticket is a Ticket issued to a Passenger in conjunction with one or other Tickets, that together form a contract of carriage in accordance with applicable laws

Our Branches refer to Our domestic and international branches.

Our Website are respectively the electronic information page https://www.pacificairlines.com.vn

Contact Center refers to Our Contact Center as published on Our Website

ICAO stands for the International Civil Aviation Organization.

IATA stands for the International Air Transport Association.

ARTICLE 2. APPLICABILITY

2.1. General Provisions

2.1.1. Except as provided in Articles 2.4 and 2.5, these Conditions of Carriage shall apply to all flights operated by Us, and under any circumstances where We bear legal liability in connection with the Passenger and their flight(s).

2.1.2. These Conditions of Carriage shall also apply to carriage provided free of charge or at a reduced fare, unless otherwise stipulated under separate regulations disclosed by Us in compliance with applicable laws.

2.1.3. These Conditions of Carriage are disclosed by Us in accordance with applicable laws and shall be made available to the Passenger upon request at any time.

2.2. Charters

If carriage is performed pursuant to a charter agreement, these Conditions of Carriage apply only when incorporated by reference or otherwise, in the Ticket or other agreement with the Passenger.

2.3. Codeshares

On some services, We may have codeshare arrangements with other carriers known as **"codeshares". This means that, even if the Passenger has a reservation with Us and holds** a Ticket where Our name or airline designator code of Us is indicated as the carrier, the aircraft may be operated by another carrier. If such arrangements apply, We will inform Passenger of the name of the carrier operating the aircraft at the time you make a reservation.

2.4. Governing Law

The governing law of these Conditions of Carriage shall be the laws of Vietnam. For international carriage falling within the scope of application of the Convention, the relevant provisions of the Convention shall apply.

In the event of any inconsistency or conflict between the provisions of these Conditions of Carriage and the applicable laws of Vietnam or the provisions of the Convention, the provisions of the applicable laws of Vietnam and the Convention shall prevail.

2.5. Precedence of Conditions of Carriage

Unless otherwise provided herein, in the event of any inconsistency between these Conditions of Carriage and Our Other Regulations, these Conditions of Carriage shall prevail.

ARTICLE 3. TICKETS

3.1. General provisions

A Ticket is the document of carriage for air travel and any other form of transport, created electronically by Us or Our Designated Agent as provided in Article 6 of these Conditions of Carriage. It serves as evidence of the contract between Us and the Passenger named on the Ticket, and includes the Passenger's personal information; detailed itinerary information (flight number, service class, Stopovers, status of Electronic Flight Coupon, etc.); Conditions of Contract; and any other terms agreed between the Passenger and Us at the time of booking and ticket issuance under applicable law.

3.1.1. We will only carry Passenger when:

3.1.1.1. The Passenger holds a confirmed reservation on the flight and possesses a valid Ticket for carriage, in which the Electronic Flight Coupon corresponding to that segment has not yet been used; and

3.1.1.2. The Passenger's name on the Ticket must exactly match the name on the Reservation record and the name on the identification document presented at check-in. The Passenger may be required to present the Itinerary/Receipt (either printed or electronic) to Our check-in or ground-handling staff at the airport upon request.

3.1.2. A Passenger shall not be permitted to transfer their tickets to another person.

3.1.3. Tickets sold at discounted Fares may be partially or completely non-refundable. Passenger should choose the fare which best suits their needs.

3.1.4. If a Passenger holds a Ticket as described in Article 3.1.3 above that has been unable to use due to Force Majeure and can provide supporting evidence, We will waive any refund restrictions and reimburse the value of the unused portion of the journey in accordance with Article 11.3 of these Conditions of Carriage. For Tickets with itineraries from/to the U.S. or for U.S. domestic flights, We do not refund the value of the unused portion of the journey in the form of an EMD or E-voucher.

3.1.5. Ticket requirements

3.1.5.1. For E-Ticket:

Passenger shall only be carried if they hold a valid Ticket issued in their name, and the booking class, date, and flight shown on the Electronic Flight Coupon exactly match those in the Reservation Record.

If there is any discrepancy between the Ticket, the Electronic Flight Coupon, and the Reservation Record, the Passenger may be refused to carry on the flight or, may be accepted for carriage after paying any additional Fares, surcharges and other fees in accordance with the applicable fare rules.

If the Passenger is unable to present the Itinerary/Receipt (printed or electronic), We shall retrieve the E-ticket data from the Passenger's Reservation Record in Our reservation system, if the Passenger can demonstrate by presenting relevant identification documents that the Ticket belongs to them and is still valid.

Where a Ticket is initially issued without a specific reservation being made on the Ticket, the date and flight corresponding to the segment issued on the Ticket may be booked later, subject to the applicable fare rules and the seat availability on the flight requested by the Passenger.

3.1.5.2. For Excess Baggage Ticket:

We only accept to carry baggage for the exact Passenger, flight segment, and quantity specified on the Excess Baggage Ticket, where the Passenger provides an E-ticket with the same name and valid identification documents. We shall not transport baggage if the Excess Baggage Ticket is damaged or altered by anyone other than Us.

3.1.6. Loss or damage to the Excess Baggage Ticket, or presenting an incomplete Excess Baggage Ticket

3.1.6.1. If an Excess Baggage Ticket is lost or torn (in whole or in part), and the Passenger seeks a replacement, We will issue a new Excess Baggage Ticket (in whole or in part), provided that We can verify that the original was properly issued and is still in effect for the relevant flight. In such cases, the Passenger must provide a written commitment that, if the lost or missing Excess Baggage Ticket or any lost Paper Flight Coupons are found to have been used or refunded, the Passenger will pay the applicable fare for issuing the replacement Excess Baggage Ticket.

3.1.6.2. If the evidence specified in Article 3.1.6.1 is unavailable or the Passenger does not sign the written commitment, We may require the Passenger to pay the fare in effect at the time the replacement Excess Baggage Ticket is issued. If the original Excess Baggage Ticket is found before it expires, the Passenger can present it to Us to receive a refund of its value.

3.1.6.3. Passenger should take reasonable precautions to keep their Excess Baggage Ticket from being lost, torn, or damaged.

3.2. Validity of Ticket and EMD

3.2.1. Unless otherwise specified in the applicable fare rules, these Conditions of Carriage, or any of Our Other Regulations, a Ticket's validity duration is determined as follows:

3.2.1.1. one year from the date of Ticket issuance if the Ticket is completely unused; or

3.2.1.2. one year from the date of first segment shown on the Ticket if the Ticket has been partially used and such date of travel falls within one year from the Ticket issuance date.

3.2.2. Unless otherwise stipulated by Our Other Regulations, an EMD is valid for one year from its date of issue. An EMD will not be accepted if the Passenger fails to present it for the specified service on EMD within its validity period or does not exchange it for a ticket within one year from its issuance date.

3.2.3. If after having commenced the first segment, Passenger cannot continue to travel within the validity period of the Ticket due to health reason, We may extend the validity period of Ticket until the date when the Passenger becomes fit to travel or until Our first flight after such date, from the point where the journey is interrupted, provided that a seat is available in the class of service originally paid by the Passenger. The health reason must

be certified by a competent medical authority, and the Ticket shall only be extended for up to three months from the date shown on that certificate. In this case, We will extend the Ticket validity according for other family members (parents, full siblings, spouse, and children) accompanying the Passenger.

3.2.4. In the event of the death of a Passenger en route, the Tickets of any accompanying family members (parents, full siblings, spouse, children) may be exchanged and shall be exempted from restrictive conditions and exchange fees.

In the event of the death of a family member of the Passenger (parents, full siblings, spouse, children) after the Passenger has commenced their journey, the Passenger's Ticket may be exchanged and shall be exempted from restrictive conditions and exchange fees, provided the Passenger can prove their relationship to the deceased.

Such changes will only be made once We have received a death certificate or other valid equivalent documentation; if the exchange of Ticket requires Ticket validity extension, that extension shall not exceed 45 days from the date of death of the individual concerned.

3.3. Coupon sequence

3.3.1. The fare paid by the Passenger is calculated on the basis of the entire itinerary from the place of departure, via the Agreed-upon Stopover Places, to the final destination and is valid only for travel in precise sequence shown on the Ticket. If the Electronic Flight Coupons (or flight segments mentioned on the Ticket) are not utilized in sequence specified on the Ticket, the Ticket will lose its validity in most circumstances. Passenger should contact Our Designated Agent or Us to obtain a refund for the unused portion of their journey under the conditions set forth in Article 11 of the Conditions of Carriage.

3.3.2. If a Passenger wishes to exchange any flight segment of the itinerary shown on the Ticket, they must actively contact either Our Designated Agent or Us in advance. Our Designated Agent or We will recalculate the Total Fares based on the following principle: (i) the fare in effect at the time of the request, if the Ticket has not been used at all; or (ii) the fare applicable at the time the original Ticket was purchased, if it has been partially used. The Passenger may be required to pay the difference between the Total Fares already paid and the Total Fares applicable to the new itinerary. The Passenger may also choose to retain the original itinerary as shown on the Ticket.

If the Passenger needs to change their itinerary due to Force Majeure, they must contact Us as soon as possible, and We will make reasonable efforts to carry them to the next stopover or the final destination of their journey. We will recalculate the Total Fares for the new itinerary according to the above-mentioned principle, and the Passenger may be required to pay any difference between the Total Fares already paid and the Total Fares applicable to the new itinerary. If the Passenger is unable to complete the purchased

itinerary, We will refund the unused portion of the Total Fares, waiving any refund fees and refund restrictions.

3.3.3. If the Passenger uses flight segments out of sequence from those shown on the Ticket without Our prior consent, We shall apply the Fares in effect at the time of the change, under the fare rules corresponding to the new actual itinerary flown. If the Ticket has been partially used, the Fares for the new itinerary will be based on the fare applicable at the time the original Ticket was purchased. The Passenger may be required to pay any difference between the Fares already paid and the Fares applicable to the new itinerary, as well as any applicable taxes, fees, charges, exchange fees, and no-show fees (if applicable).

3.3.4. Passenger should be aware that while some changes do not affect the Fares, others, such as altering the flight date, changing the service class, or modifying segments of the itinerary, may result in a fare increase. Many fare types are valid only for the date and flight shown on the Ticket and cannot be changed at all, or only be altered if the Passenger pays an additional cost. Passenger may contact Us or the issuing Agent to be informed more about the additional cost required for such changes.

3.3.5. Passenger should be aware that if they are not present to take the flight segment in the exact sequence specified on the Ticket and the Passenger Reservation Record without contacting Us in advance, We may cancel the reservation for the subsequent segments. In this case, the Passenger should contact Us to verify the validity of the Ticket, book again the cancelled flight segments, or request a refund under the fare rules paid.

3.4. Our name and address

Our name may be abbreviated as the Airline Designator Code "BL" on Our Tickets. Our registered address is No. 112, Hong Ha Street, Tan Son Hoa Ward, Ho Chi Minh City, Vietnam.

ARTICLE 4. STOPOVERS

4.1. A stopover is a location where the Passenger may stop during their journey as indicated on the Ticket, subject to the requirements of the authorities and the fare rules.

If the Passenger has a Ticket issued under a fare that includes stopover restrictions or is subject to restrictions imposed by authorities, the Passenger must follow such limitations, stopover prohibitions, or pay any applicable stopover fees as specified in the fare rules disclosed by Us in accordance with applicable laws.

4.2. Stopovers must be agreed upon with the Carrier in advance and specified on the ticket.

ARTICLE 5. FARES, TAXES, FEES, CHARGES, AND SURCHARGES

5.1. Fares

Fares apply for carriage from the airport at the point of departure to the airport at the point of destination. Fares may include transportation services not by air pursuant to our partnership contracts. If the Fares may include other services, passengers will be informed of such services as well as the accompanying conditions at the time of ticket purchase.

The Fares are disclosed by Us in accordance with applicable laws.

5.2. Taxes, fees, and charges

5.2.1. Taxes, fees and charges imposed by the government, other authorities, or by the operator of an airport are not included in the Fares. The Passenger is responsible for paying us, the representative of these agencies, all taxes, charges, and fees applicable to the ticketed journey. At the time of purchase, passengers will be informed of all the taxes, fees, and charges not included in the Fares, most of which are typically recorded separately on the ticket.

5.2.2. If any taxes, fees, or charges are changed and/or imposed after passengers have purchased a ticket, we will inform passengers of the specific applicable conditions of such taxes, fees, and charges. If the Passenger refuses to pay the additional taxes, charges, and fees before the flight, they must request a refund for the Ticket under Article 11 of the Conditions of Carriage.

5.3. Airline surcharges and other fees

Surcharges are imposed by Us or other carriers.
Surcharges may include fuel, system administration, ticket sales service, and insurance.
Surcharges may also include ticket modifications, service handling and cancellations.
Details of surcharges and other fees are disclosed by Us in accordance with applicable laws.
Passenger is responsible for paying all surcharges and additional fees in full at the time of ticket purchase.

5.4. Total Fares

The Total fare includes the full amount the passenger has to pay to purchase the ticket, including Fares, taxes, fees, charges and surcharges.

5.5 Additional Charges

Changes to flight segments or travel dates made at the Passenger's request may result in a change in the applicable Fares as well as an increase in taxes, fees, charges, and other surcharges. Passenger is responsible for any additional charges incurred.

5.6. Payment of Total Fares

We shall not be obliged to carry, and may refuse onward carriage of a Passenger or their Baggage, if the Total Fares have not been paid.

5.7. Currency

The Fare, taxes, fees, charges, surcharges and other fees are payable in the currency of the country where the ticket is issued or modified (for tickets issued on our website or mobile app, the currency of the country/region selected by the Passenger upon access), unless another currency is specified by Us or the designated Agent at or before the time of payment (example: the reason local currency is not convertible). We may, at our discretion, accept payment in another currency pursuant to applicable laws.

ARTICLE 6. RESERVATIONS

6.1. Reservation requirements

6.1.1. We or Our Designated Agent will make reservations for the Passenger. Upon request, We will provide the Passenger with their Reservation Record information.

When the Passenger makes a reservation directly at Our Branches, through Designated Agent, or via Our Website, or Contact Center, the reservation record will be stored in Our reservation system. Upon the Passenger's request, the Ticket, once issued, will be sent to the email address registered by the Passenger in the Reservation Record. A valid Ticket will contain the ticket number and the seat confirmation status for the flight. If the Passenger or the Designated Agent attempts to make a reservation but, due to objective or subjective reasons (such as system errors or missing the required information fields), the reservation is unsuccessful and no Reservation Record is created (i.e., no booking reference code is generated), the Passenger will not have a valid reservation in Our system. In this case, the Passenger or the Designated Agent should contact Our Branches or Contact Center for assistance.

6.1.2. Certain Fares have conditions that limit or prevent Passenger from changing or cancelling their reservations. Passenger should check the conditions that apply to the fare they have chosen and We are not responsible for their failure to do so.

6.2. Ticket time limits

The Passenger Reservation Record includes defined payment and ticket issuance deadlines, which are communicated to the Passenger at the time of booking. If the Passenger fails to make the payment or provide the previously purchased ticket number for within this time limit, the Reservation Record will be cancelled.

6.3. Personal Data

We comply with the EU General Data Protection Regulation (GDPR) while processing passengers' personal data for the purpose of fulfilling the contract of carriage. We currently apply the same Privacy Policy as Vietnam Airlines. Passengers are kindly requested to refer to this policy on Vietnam Airlines' website.

6.4. Seating

6.4.1. We will make reasonable seating accommodations for passengers with special needs in accordance with applicable laws.

6.4.2. We will make an effort to honour passengers' advance seating requests. However, we are unable to guarantee any particular seat in the aircraft. We reserve the right to assign or reassign seats at any time, even after the Passenger has boarded the aircraft, if it is deemed necessary for safety, regulatory compliance, security reasons, or a Force Majeure Event. If the Passenger does not take the allotted seat in such instances, we may refuse to transport him or her.

6.5. No-show fees

Unless the applicable Fares contain restrictions that prohibit refunds or changes, the Passenger may be required to pay a fee if they do not take the flight and fail to refund or change the Ticket at least 03 hours before the scheduled departure time shown on the Ticket for the booked flight. The amount is disclosed by Us in accordance with applicable laws and confirmed by Us at the time it is incurred.

6.6. Special services

6.6.1. We will make an effort to provide the special services passengers request when making their reservation to the best of our ability. We will inform passengers if we are unable to provide the special services they requested. Passengers' special service requests will be confirmed immediately or after we have verified the transportation conditions or after they have completed the procedures under these conditions of carriage.

If passengers require special services at the airport, we will check service conditions and inform them of the availability of such services. If we are unable to provide the services passengers have previously requested, we shall not be held liable to passengers for any related loss or expenses incurred.

6.6.2. If passengers have a movement disability and require any special assistance, they need to inform us of their special needs at the time of booking.

6.6.3. If passengers have a movement disability, we will arrange transportation for them as long as we have the necessary means to provide for their special needs. If passengers do not inform us of their needs for special services beforehand, we will make an effort to provide them with the special services as required.

6.6.4. We may require a passenger to be accompanied by someone for safety reasons, if the passenger cannot evacuate on their own, or if they are unable to understand the in-flight safety instructions.

6.6.5. We reserve the right to refuse carriage of any passengers who must travel on a stretcher on any flight.

6.6.6. Passengers may be required to pay a service fee for certain special services we provide. The Fares are disclosed by Us in accordance with applicable laws and confirmed by Us at the time the Passenger books the service.

6.6.7. Acceptance of carriage of unaccompanied minors, passengers with disabilities or health conditions, pregnant women, or passengers who require special services may be subject

to prior arrangements with Us and compliance with the carriage regulations We have publicly announced in accordance with the law.

6.7. On board services

6.7.1. We will provide entertainment equipment and programs, meals, and other services on board, depending on the availability of such service and the flight duration. Passengers may be required to pay for certain on-board services. The Fares are disclosed by Us in accordance with applicable laws and confirmed by Us at the time the Passenger books the service.

6.7.2. If we are unable to provide a service for which the Passenger has paid, we will notify the Passenger and fulfil any accompanying obligations that have been disclosed by Us in accordance with applicable laws.

6.8. Cancellation of onward reservations

If the Passenger fails to notify Us in advance that they will not use their seat for a flight segment in their itinerary or does not show up to use that segment as described in Article 3.3.5 of the Conditions of Carriage, We will cancel the booking for all subsequent flight segments. However, if the Passenger notifies Us in advance, We will hold the reservations for the remaining flight portions.

ARTICLE 7. CHECK-IN AND BOARDING

7.1. Passengers must arrive at the check-in counter and at the boarding gate at the specified times to ensure all necessary procedures are completed before the aircraft departs. We reserve the right to cancel a passenger's reservation if the passenger fails to comply with the flight's final check-in time. Passengers stay informed of the regulations concerning the time they must arrive at the check-in counter. This provision has been disclosed by Us in accordance with applicable laws.

Depending on operational conditions, we may provide self-service check-in facilities. The specific terms and instructions for the facilities are disclosed by Us in accordance with applicable laws. For international flights, passengers using self-service check-in must be present at the check-in counter during the airline's designated check-in period and present the travel documents as required by Section 14.2 of the Conditions of Carriage.

7.2. Passengers must be present at the boarding gate no later than the time indicated on their boarding pass.

7.3. If the Passenger fails to comply with the above requirements, does not present the required travel documents as specified in Section 14.2 of the Conditions of Carriage, or is not ready to depart, we reserve the right to cancel the Passenger's reservation.

7.4. We shall not be liable for any loss or expense arising from the Passenger's failure to comply with the provisions of Section 7 of the Conditions of Carriage.

ARTICLE 8. REFUSAL AND LIMITATION OF CARRIAGE

8.1. **Right to refuse carriage**

We reserve the right to refuse carriage of any Passenger or any Baggage (even if the Passenger still holds a valid Ticket or a Boarding Pass) in the following cases:

8.1.1. Refusal of carriage 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.

8.1.2. Passenger refuses to furnish Us with the necessary personal information and/or any information required by the Competent Authorities, on which We rely to provide the products or services requested by the Passenger.

8.1.3. Refusal of carriage under the Vietnam Civil Aviation Law:

8.1.3.1. Due to the health conditions of a Passenger, the carrier that the carriage or continued carriage may cause harm to such passenger, other passengers on board the aircraft or to the flight.

8.1.3.2. To prevent the spread of epidemics.

8.1.3.3. The Passenger fails to observe regulations on assurance of aviation safety and security and air transport operations.

8.1.3.4. The Passenger commits an act of disturbing public order, endangering the safety of the flight or affecting others' life, health and property.

8.1.3.5. The passenger is under the influence of alcohol or other stimulants, resulting in unruly behaviour;

8.1.3.6. For security reasons.

8.1.3.7. At the request of a competent state agencies.

8.1.4. The Passenger requires Our special assistance without prior arrangements.

8.1.5. The Passenger has declined a security check of themselves or their Baggage, or the Passenger has accepted a security check of themselves or their Baggage but failed to provide satisfactory answers to security questions at check-in or at the boarding gate, or the Passenger fails a security profiling assessment/analysis, or the Passenger has tampered with or removed any security seals on their Baggage or security stickers on their Boarding Pass.

8.1.6. The Passenger who has not paid any fines, compensation, accrued charges, or other financial obligations due to Us.

8.1.7. The Passenger does not have valid travel documents, may seek to enter a country through which they may be in transit, or enter a country without sufficient valid travel documents, or destroy their travel documents during flight or refuse to surrender their travel documents to the flight crew upon request.

8.1.8. The Passenger presents a Ticket that (i) is invalid; (ii) has been reported lost or stolen; (iii) is counterfeit; or (iv) they cannot prove that they are the person named in the "Passenger Name" field. In those cases, We reserve the right to confiscate such Ticket.

8.1.9. The Passenger fails to comply with the requirements of Article 3.3 regarding the correct sequencing of flight coupons.

8.2. We reserve the right to notify a Passenger of refusal of carriage, either for a specified period or indefinitely, on all flights operated by Us for the cases set out in Article 8.1 of the Conditions of Carriage. A notice of refusal of carriage also prohibits the Passenger from purchasing Ticket, or from requesting or allowing anyone else to purchase Ticket on their behalf. If the Passenger attempts to use Our transport services while a notice of refusal of carriage is still in effect, We will refuse to carry them.

8.3. Liability in case of refusal carriage

8.3.1. We shall not be liable for any loss or damage arising from the Passenger's being refused carriage or denied onward carriage in accordance with this Article. If the Passenger is refused carriage under Article 8.1.3 above, they are entitled to a refund of the ticket fare or an amount corresponding to the unused portion of the fare, after deducting any fees and penalties (if applicable) in accordance with the fare rules.

8.3.2. On the contrary, We reserve the right to seek indemnity from the Passenger for claims or losses, including the costs of diverting the flight as a result of the behaviours, conducts, or conditions specified in Article 8.1 above, and from the refusal of carriage or onward carriage of the Passenger.

8.4. Aircraft weight/seating capacity

8.4.1. If the number of passengers to be carried exceeds the aircraft's certified limits, we may, depending on our service capabilities, arrange for the Passenger to travel on another flight or provide alternative transportation, subject to agreement with the Passenger.

8.4.2. Our responsibilities to passengers, whose reservations on the flight have been confirmed yet are refused carriage, shall be fulfilled in accordance with the regulations in Article 10 of the Conditions of Carriage.

8.4.3. Our responsibilities to articles of baggage of passengers whose reservations on the flight have been confirmed and who have duly shown up at the check-in location yet are refused carriage shall be fulfilled in accordance with the regulations in Article 9.6.3 of these conditions of carriage.

8.5. Service dogs accompanying passengers with disabilities

A service dog is any dog, regardless of breed or type, that has been certified to perform work or tasks for the benefit of a person with a physical, sensory, psychiatric, intellectual, or other disability.

The transport of service dogs must fully comply with the requirements and regulations of the departure, transit, and destination nations.

We may refuse to carry a passenger's service dog if any of the following circumstances occur:

8.5.1. The seating position of a service dog on the aircraft may obstruct aisles or other areas that, under safety regulations, must remain clear for emergency.

8.5.2. Transporting a service dog may compromise safety if the dog's size and weight are too large for carriage in the passenger cabin.

8.5.3. The service dog exhibits disruptive behaviours which may pose a direct threat to the health and safety of other passengers on the aircraft.

8.5.4. There is insufficient evidence to prove that the dog has been properly trained and is a certified service dog.

ARTICLE 9. BAGGAGE

9.1. Free baggage allowance

The free baggage allowance is determined by the fare type the Passenger has purchased and is indicated on the Ticket. Free baggage allowances must comply with the conditions and limits that have been disclosed by Us in accordance with applicable laws.

9.2. Excess baggage

Passengers must pay excess baggage fees for any baggage that exceeds the free allowance, in accordance with the method We have publicly announced in compliance with applicable laws.

9.3. Prohibited/restricted carriage

9.3.1. Passengers are not allowed to carry the following items in their baggage:

9.3.1.1. Items that may endanger the aircraft, people, or property on the aircraft or are prohibited/restricted from being carried by people or baggage on the aircraft (i) as specified in the ICAO Technical Instructions for the Safe Transport of Dangerous Goods and IATA Dangerous Goods Regulations, (ii) as otherwise prescribed by the Authorities, and (iii) as otherwise disclosed by Us in accordance with applicable laws;

9.3.1.2 We do not accept Dangerous Goods for carriage in any form.

9.3.1.3. Prohibited articles for the carriage by the applicable laws, regulations or orders of any state to be flown from, to or over;

9.3.2. Dangerous items (firearms and supporting tools), unless authorized by the Authorities. Firearms and supporting tools are only accepted for domestic flights (under cargo holds), except under special circumstances specified in the Pacific Airlines Aviation Security Program.

9.3.3. We recommend that passengers avoid placing the following items in checked baggage: Fragile items, perishable goods (fresh produce, easily spoiled foods…), works of art, camcorders and cameras, cash, jewellery, precious metals and gemstones, computers and other electronic devices, documents with monetary value, securities, negotiation papers and contracts, business documents, product samples, travel documents, and any other valuables or items of significant value.

9.3.4. We are not liable for any loss or damage incurred by passengers who leave items listed in Section 9.3 in their checked baggage, regardless of whether we were aware of it.

9.4. Right to refuse carriage

9.4.1. We reserve the right to refuse transportation of any baggage containing the items named in Section 9.3 of the Conditions of Carriage. We may also refuse to continue transporting checked baggage containing such items.

9.4.2. For safety and security reasons, we may refuse to transport any baggage or item. We shall not be held liable for any damage or inconvenience passengers may experience as a result of such refusal of carriage.

9.4.3. We may refuse to carry checked baggage unless it is packed in appropriate suitcases or containers to ensure safe carriage with ordinary care in handling.

9.4.4. We and our agents shall not check through baggage for other carriers with whom we do not have an interline agreement. Therefore, if a passenger intends to travel on a flight operated by another carrier to connect with one of our flights, or on one of our flights to connect with a flight operated by another carrier, the passenger must verify in advance whether we have an interline agreement with that carrier. In the event that we have not entered into an interline carriage agreement with that carrier, the passenger is responsible for reclaiming their baggage, completing the baggage formalities anew, and obtaining baggage tags for the onward flight. We are not liable for any damage to the passenger or their baggage on flight segments that we do not operate.

9.5. Right of search

9.5.1. We reserve the right to require the passenger to submit to aviation security screening of their person and baggage. If the passenger is absent when so requested, we may nevertheless inspect the baggage to verify whether the passenger is carrying, or the baggage contains, any items specified in Article 9.3. If the passenger does not consent to the inspection, we may refuse to carry that passenger or their baggage. If an inspection causes damage to the passenger or to the passenger's baggage, such as effects resulting from the use of X-ray machines, we shall not be liable for any such loss and/or damage, unless such loss and/or damage is caused by our negligence.

9.5.2. We are not liable for any items on the passenger's person or in their baggage that are seized by the Authorities under international regulations or by local Authorities, including in cases where such items are subsequently retained or destroyed.

9.6. Checked baggage

9.6.1. We are responsible for the custody of, and for issuing a baggage tag for, each piece of the passenger's checked baggage when it is checked in and delivered to us.

9.6.2. Checked baggage must bear the passenger's name or be affixed with a personal identification tag.

9.6.3. Checked baggage will be carried on the same flight as the passenger. If carriage cannot be carried out due to safety, security, force majeure events, weight restrictions, or a lack of loading space, we will arrange for the baggage to be transported on another flight or by another suitable means, subject to agreement with the Passenger. In such cases, the checked baggage will be transported and delivered to the passenger's registered address unless the passenger must be present at the airport to complete customs formalities as required by law.

9.6.4. The maximum weight and total dimensions of any piece of Checked Baggage must be subject to the size restrictions as disclosed on our website.

Checked baggage that exceeds the above weight or size limits will only be accepted for carriage if one of the following conditions is met: (i) the Passenger notifies us in advance and we agree at the time of booking; or (ii) the excess weight or volume is removed and the contents are repacked into smaller pieces at check-in.

In any case, we shall not be held liable for: (i) any damage resulting from the Passenger's failure to comply with the weight and size limits or the requirements for repacking; and (ii) any refusal to carry baggage that exceeds the prescribed weight or size limits.

9.7. Excess value declaration and charge

We may accept checked baggage whose declared value exceeds our standard liability limit, provided the Passenger declares the baggage's value and pays the additional checked-baggage service surcharge at the rate disclosed by Us in accordance with applicable laws. This shall comply with applicable laws and regulations of any state or country to be flown from, to or over.

9.8. Unchecked Baggage

9.8.1. Hand baggage brought into the aircraft cabin must meet the size and weight limits that have been disclosed by Us in accordance with applicable laws. If a passenger's hand baggage exceeds the permitted size and/or weight limits, or cannot be accommodated in the cabin due to safety or stowage concerns, it must be transported as checked baggage.

9.8.2. Fragile, breakable, or perishable items, high-value belongings, or items deemed unsuitable for check-in (e.g., musical instruments…) and any baggage exceeding our free allowance can only be transported in the passenger cabin with prior notification and approval. The carriage of such baggage shall be charged separately.

9.9. Collection and delivery of Baggage

9.9.1. Passengers must collect their baggage from the designated baggage claim area at the destination or stopover immediately upon completion of the flight. If the passenger's checked baggage is not collected within three (3) months from the date it was delivered, we shall not be liable to the passenger for that baggage.

9.9.2. Only the person named in the baggage identification tag shall claim the checked baggage.

9.9.3. We may require the Passenger to present the baggage tag before collecting their baggage. We will only release baggage to a passenger who can prove ownership of it. The information and documentation we review to confirm baggage ownership include: Passenger name, flight number, flight date, baggage tag number, and number of baggage pieces.

9.9.4. If the Passenger collects checked baggage without making any complaint at the baggage claim area, it constitutes conclusive evidence that the baggage was delivered intact and in accordance with the contract of carriage.

9.10. Animals

We accept the carriage of domestic animals (dogs, cats, and birds) subject to the following conditions:

9.10.1. Domestic animals must be properly crated or transported in containers that meet the legal requirements, and accompanied by valid health as well as vaccination certificates, entry permits, and other documents required by countries of departure, entry, and transit. Carriage may also be subject to any additional regulations we impose to ensure safe transportation.

9.10.2. To ensure safety during the flight, we refuse carriage of certain domestic animals. Information on the pet species that are not accepted for transport shall be disclosed by Us in accordance with applicable laws.

9.10.3. If accepted as baggage, the pet together with its container and food are not included in the free baggage allowances but shall constitute excess baggage in accordance with Article 9.2 of the Conditions of Carriage. Pets must be transported in a suitable container in the aircraft's cargo hold, except as specified in Sections 9.10.6 and 9.10.7 of the Conditions of Carriage.

9.10.4. Domestic animals are accepted for carriage on the condition that the passengers are fully responsible for them. We shall not be held liable for any injury, loss, delay, sickness or death of such animals during carriage unless caused solely by our negligence.

9.10.5. We shall not be held liable for such animals that are refused entry into or passage through any country, state or territory.

9.10.6. Without prejudice to the free baggage allowance that disclosed by Us in accordance with applicable laws, we transport service dogs (including cages or crates) who accompany passengers with disabilities for free.

9.10.7. Domestic animals accepted for carriage in the passenger cabin must comply with our regulations on weight, quantity, and size and be subject to the loading conditions, service class, and route. Pets are not allowed to leave the cage during the flight. In the event that we determine a pet may affect other passengers or the safety of the flight, we may require the passenger to stow the animal in the aircraft's cargo hold.

9.10.8. If the aircraft is found unsuitable for live animal transport at check-in, we may rebook the passenger and their animal companion on another flight, even if both were confirmed for that flight at the time of booking.

ARTICLE 10. SCHEDULES, CANCELLATION OF FLIGHTS

10.1. Flight Schedule and aircraft types

10.1.1. Flight Schedule and aircraft types shown in Our timetables are subject to change between the announcement date and the Passenger's actual travel date. Changes to the Flight Schedule are handled in accordance with the provisions of Article 10.2 of the Conditions of Carriage.

10.1.2. Before We accept the Passenger's booking, We or Our Designated Agent will notify the Passenger of the current flight schedule, which will be displayed on the Passenger's Ticket.

When necessary, We may, after the Ticket has been issued to the Passenger, modify the Flight Schedule and/or cancel, discontinue, reroute or divert, postpone rescheduling, delay any flight, or change the aircraft type and Stopovers if deemed reasonable to adapt to circumstances beyond Our control, as required by the Competent Authorities, or for safety or commercial reasons. If the Passenger provides Us with contact information, We will, within the scope of Our responsibility, notify the Passenger of any changes to the Flight Schedule.

10.2. Flight Schedule Changes

10.2.1. We will take all necessary measures to avoid delays in the carriage of Passenger and their Baggage. In implementing these measures and to avoid flight cancellation, We may, if necessary, arrange for the flight to be operated on either another aircraft or performed by another carrier.

10.2.2. In the event of a flight delay, cancellation, early departure, or if the Passenger is not transported, and in compliance with applicable laws, We will:

10.2.2.1 Adequately inform Passenger via appropriate means; issue an apology to Passenger; take care of meals, rest, travel, and incurring other relevant cost for Passenger waiting at airports (such as communications, ground transport, or city excursions

depending on the extent of the impact); and ensure passenger service quality at airports as required by law;

10.2.2.2 Within the scope of Our services, We will arrange an appropriate re-routing or transfer the Passenger to different flight so they can reach their final destination, waiving any restrictive conditions on re-route or flight transfer and applicable ticket change fees (if any); or

Refund the full ticket fare or the value of the unused portion of the ticket at the airport, at Our representative offices, Branches, or Designated Agents, or by such other payment method as may be agreed with the Passenger at the time the refund is requested.

10.2.2.3 Make a non-refundable advance compensation to Passenger with confirmed seats and tickets on the flight, in accordance with regulations of the Competent Authorities (if applicable);

10.2.2.4. Fulfil other obligations imposed by Competent Authorities (if any).

10.2.3 In cases not attributable to Our fault where, (i) the flight is delayed; (ii) the Passenger is not carried; (iii) the flight is cancelled; or (iv) the Passenger who have held a confirmed seat was not transported and have not received notice on an earlier departure or did not agree with the earlier departure, We shall not be liable to fulfil the obligations set out in Article 10.2.2.2, 10.2.2.3, and 10.2.2.4 of these Conditions of Carriage. However, We will make every reasonable effort to assist Passenger to the best of Our ability under the given circumstances.

ARTICLE 11. REFUNDS

11.1. Refund conditions

We will refund the full or unused portion of the Ticket, EMD in accordance with the provisions below and applicable laws:

11.1.1. Tickets and EMDs are refunded within their validity period. We will refuse any refund requests submitted more than 30 days after the Ticket or EMD has expired.

For tickets issued by Our Designated Agent or by another airline, the Passenger must request a refund from the Designated Agent or the airline that issue the ticket.

11.1.2. We only refund when the Electronic Flight Coupons of Ticket, EMD are unused. For Excess Baggage Ticket, the Passenger must return all unused Paper Flight Coupon to Us.

11.1.3. Except as otherwise specified in this Article, We will only refund to the person named on the Ticket, EMD, or the person who paid for Ticket, EMD, provided that the refund applicant produce valid identification, a legally power of attorney, and the travel documents for which the refund is requested.

11.1.4. A refund made under Article 11.1 shall be deemed to a properly refund. In such case, We shall be released from any liability for any claims by the Passenger or anyone else in connection with such refund.

11.2. Voluntary refunds

If the Passenger requests a refund of the Ticket, EMD for reasons other than those specified in Article 11.3 of these Conditions of Carriage, the refund amount shall be:

11.2.1 For Ticket and EMD purchased under the fare types of unrestricted refund.

11.2.1.1 If the Ticket or EMD is completely unused, the refund will equal the Total Fares paid, less any other fees.

11.2.1.2 If the Ticket or EMD has been partially used, the refund amount shall be the difference between the Total Passenger Service Charges paid and the Total Passenger Service Charges applicable to the portion of the journey already used, less any applicable surcharges.

11.2.1.3 Exchange fees, service handling fees, and surcharges for ticket sales or passenger services are non-refundable and will not be included in the refund amount.

11.2.2 For Ticket and EMD purchased under non-refundable fare types

11.2.2.1. We shall not refund the Fares or any other fees for all or any unused portion of the Ticket or EMD, unless otherwise required by law.

11.2.2.2. We refund any unused taxes, fees, and charges collected on behalf of the Competent Authorities, if they are refundable, and deduct certain handling fees, for each market or sales channel that disclosed by Us in accordance with applicable laws. If the handling fee exceeds the amount of refundable taxes, charges, and fees, the Passenger will not receive the refund.

11.3. Involuntary refunds

If, due to Our fault, We cancel the flight; fail to operate the flight according to the published schedule in a reasonable manner; fail to deliver the Passenger to the final destination or the Stopover shown on the Ticket; deny carriage despite a confirmed reservation; or cause the Passenger to miss a confirmed connecting flight, the refund amount will be:

11.3.1. If the Ticket, EMD are completely unused, the refund will equal the Total Fares paid.

11.3.2. If the Ticket, EMD has been partially used, the refund will be equal to the difference between the Total Fares paid and the Total Fares applicable to the portion of the journey already used. Service-handling fees for Ticket or EMD that have been partially used are non-refundable.

11.3.3. Refund restrictions, refund fees, and no-show fees will be waived.

11.3.4. Once the Passenger accepted the refund under these circumstances, the contract of carriage between the Passenger and Us is considered terminated.

11.4. Refunds for lost Excess Baggage Ticket

11.4.1. If the Excess Baggage Ticket, in whole or in part, is lost and the Passenger provides satisfactory evidence of the loss and agrees to pay the applicable service fee, the refund will be processed after the ticket has become invalid, provided that:

11.4.1.1. The whole or part of the lost ticket has not been used, refunded, or exchanged, except where, due to Our fault, the lost ticket has already been used, refunded, or exchanged by someone else;

11.4.1.2. The person to whom the refund is made must fill in Our form and undertake to repay Us the amount refunded in the event of fraud and/or the lost ticket or the portion of the ticket is used by another person, except where, due to Our fault, the lost ticket was used by another person.

11.4.2. If We or Our Designated Agent lose the Ticket or portion of it, the loss shall be our responsibility.

11.5. Right to refuse refund

11.5.1. We may refuse to refund if the Ticket has been presented to Us or to the Competent Authorities of any country as evidence that the Passenger has departed from that country, unless the Passenger satisfactorily demonstrates to Us that they were permitted to remain in that country or to depart from that country by another carrier or by other means of transport.

11.5.2. We may refuse a refund on the conditions as stated in Article 8.1 of these Conditions of Carriage.

11.6. Processing the refund

11.6.1. Forms of refund

We will process the refund to the Passenger in the original method of payment or another method in accordance with Our policies (from time to time) and in compliance with applicable laws. The details of available refund methods are disclosed by Us in accordance with applicable laws.

11.6.2. Currency

Refunds are typically made in the currency that the Passenger used to purchase the Ticket, or in another currency as required by the law of the place where the refund is processed.

11.6.3. Refund time limit

We comply with applicable laws regarding refund deadlines.

ARTICLE 12. CONDUCT ABOARD AIRCRAFT

12.1. If, in our reasonable opinion, a passenger commits any of the following acts: (i) commit a crime; or (ii) threaten and jeopardize the safety and security of civil aviation activities; or (iii) assault or endanger the crew, Passengers; or (iv) fail to comply with any instruction of the Pilot in command or the member of the crew on his behalf for assuring the safety of the aircraft, maintaining order and discipline on board; or (v) endanger property on board; or (vi) consume alcohol or drug; or (vii) smoke on board including in lavatory; or (viii) commit habits and customs, law and order; we may take such measures as we deem reasonably necessary to prevent continuation of such conduct. We have the right to require the passenger to disembark and hand them over to the airport authorities at either the departure or arrival airport, to refuse carriage of that passenger permanently or for a specified period on flights we operate, or to initiate prosecution in accordance with applicable laws.

12.2. Passengers are not permitted to consume alcoholic beverages on our flights unless served by us. We reserve the right to refuse to serve, or to remove, any alcoholic beverages already served to the passenger.

12.3. If a Passenger breaches the provisions of Section 12.1 of these Conditions of Carriage, we shall be entitled to require the Passenger to indemnify us for all losses resulting from the Passenger's fault, including costs associated with an emergency aircraft landing, personal injuries, property damage, and any other damages incurred by us, our agents, employees, service providers, fellow passengers, or third parties.

12.4. Electronic devices

For safety reasons, in the aircraft, passengers are not allowed to use electronic devices, including mobile phones, laptops, audio recorders, radios, MP3s, CD players, electronic games, laser products, or transmitting devices, including remote or radio-controlled toys and hand-held transceivers, walkie-talkies…, lithium batteries, power banks, or similar devices, unless authorized by Us. If we approve their use, these devices must be utilized strictly in line with our rules, which are presented to passengers upon boarding via the safety demonstration video, cabin staff announcements, and the safety information card at each seat. Use of hearing aids and heart pacemakers is permitted.

ARTICLE 13. ARANGEMENTS FOR ADDITIONAL SERVICES

13.1. Unless otherwise stipulated by us, we do not operate, manage, or provide ground transportation services between airports or from the airport to other destinations. We are not responsible for the operations of these service providers, even if our employees or agents assist passengers in using those services.

13.2. If we make arrangements for the passenger with any third party to provide any services other than carriage by air, including road, rail and sea transport 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 the passenger's agents for such third party. The terms and conditions of the third-party

service provider shall apply, and we shall have no liability to the passenger in respect of those services, including any decision by the third-party provider to cancel or refuse service to the passenger, except where such liability arises from our own negligence.

13.3. If we provide road, rail, or sea transportation services for the passenger, other conditions may apply to that carriage.

13.4. Passengers shall be responsible for any costs not included in the fare.

ARTICLE 14. ADMINISTRATIVE FORMALITIES

14.1. General

14.1.1. Passengers must familiarize themselves with the entry, exit, and transit requirements of any country they intend to depart, enter, or transit, and present their passport, visa, health certificate (if required), and any other travel documents to us.

14.1.2. Passengers must comply with the laws, regulations, orders, decrees, requirements and conditions of the countries of departure, destination or transit.

14.1.3. We shall not be liable in cases where the Passenger (i) does not possess required documents such as a passport, visa, health certificate, or other papers; (ii) holds a passport, visa, health certificate, or other documents that are expired or invalid; or (iii) fails to comply with the laws, regulations, decrees, requirements, or guidance of the Authorities relevant to the journey.

14.1.4. To assist passengers, our staff or designated agents may provide guidance or notifications on obtaining necessary documents or visas, as well as on complying with any regulations, rules, requirements, decrees, or instructions issued by the Authorities in connection with the journey. Any guidance or notifications provided by Us or our designated Agents in any form are for reference purposes only.

14.2. Travel document

Before departure, the passenger must present to us all documents required by the laws, regulations, orders, decrees, requirements or conditions of the relevant countries, including passport, travel permit or other documents valid for entry and exit, and any other such papers. If we request it, the Passenger must allow us to hold and photocopy their passport or other equivalent identity documents, which will be handed over to a member of the flight crew for safekeeping until the end of the flight. We reserve the right to refuse carriage if the passenger fails to comply with these requirements or if their travel documents appear to be invalid.

14.3. Refusal of entry

If the Passenger is denied entry into a country, they must pay (i) any fines or fees that we incur under that country's authority regulations; (ii) costs related to the Passenger's detention and removal from that country; and (iii) any other reasonable expenses we

incur in the process. We do not refund the service fare or any carriage surcharges for transporting a passenger to a point where they are denied entry or deported.

14.4. The Passenger is responsible for any fines and detention fees, as well as for the journey ticket as required by the Authorities

If we are required to pay or deposit any fines or incur any costs because the Passenger fails to comply with the travel laws, regulations, orders, or other requirements of any relevant country, or does not possess the necessary documents, the Passenger must reimburse us for all such amounts paid or payable. We may use any payments the passenger has made to us but not yet utilized, or any funds we hold on the passenger's behalf, to cover the above charges.

14.5. Customs or other official inspection

If requested, the passenger must be present for customs officers or other authorities to inspect their baggage. We are not responsible for any loss or damage that occurs during inspections or results from the passenger's failure to comply with these requirements, except where such loss or damage is due to our own fault.

14.6. Security inspection

Passengers and their baggage must undergo security screening by us, the airport authorities, or any other carrier. We shall not be liable for any loss resulting from the security screening process or the Passenger's failure to comply with these requirements, unless such damage is our fault.

ARTICLE 15. SUCCESSIVE CARRIAGE

Successive carriage is governed by the provisions of the Convention.

ARTICLE 16. LIABILITY FOR DAMAGE

16.1. General principles

16.1.1. The Conditions of Carriage and the Applicable Law govern Our liability to the Passenger. Where the Passenger's itinerary involves another Carrier, the liability of such Carrier shall be governed by these Conditions of Carriage and the Applicable Law. Where these Conditions of Carriage contain provisions governing the liability of such Carrier that differ from the conditions of carriage of such Carrier, the provisions of these Conditions of Carriage shall apply to the portion of the carriage performed by such Carrier.

16.1.2. The Applicable Law may include the Convention and/or laws which apply in individual countries.

16.1.3. We shall be liable only for damage arising on flights operated by Us, or on flights for which We have legal responsibility to the Passenger. If We issue the Ticket or check-in Baggage for the Passenger on another carrier's flight, We do so only as an agent for that carrier.

16.1.4. Article 16 stipulates the liability limits and summarizes the provisions We apply under the applicable laws. In the event of any conflict between this Article 16 and the applicable laws, the applicable laws shall prevail.

16.2. Compensation liability for Damage to Passenger's death or injury

Our liability for proven damages sustained in the case of death or injured of a Passenger when the accident arising out of or in connection with carriage performed by Us shall be subject to the rules and limits set forth under applicable laws, as well as the following supplementary provisions:

16.2.1. The liability limits for each Passenger who sustained death or injured shall be applied in accordance with the provisions of the Convention. We shall not be liable for damage sustained by each Passenger in excess of the limits specified in the Convention if we can prove that:

(i) The damage was not due to the negligence, other wrongful acts, or omissions of Us, Our employees, or Our Designated Agent; or

(ii) The damage was solely due to the negligence, other wrongful acts, or omissions of a third party.

16.2.2. We are liable for damages to Passenger when the accident took place on board the aircraft or in the course of any of operations of embarking or disembarkation. If the damage was caused by the Passenger's fault, We may be exonerated wholly or partly from Our liability.

16.2.3. We shall make advance payments to the Passenger or the person entitled to claim compensation in accordance with Our Other Regulations, which comply with applicable laws. Such advance payments shall not constitute a recognition of Our liability and shall be offset against any amounts subsequent compensation paid as damage by Us.

16.3 Compensation liability for Damage to Baggage

16.3.1. We shall not be liable for Damage to Unchecked Baggage (other than Damage caused by delay) unless the Damage was resulted from Our fault or that of Our Designated Agent.

16.3.2. In accordance with the Applicable Law, We shall not be liable for Damage result from the inherent defect, quality, or vice of the Baggage. Likewise, We will not be liable for fair wear and tear of Baggage resulting from the ordinary handling and moving during air transportation.

16.3.3. The limit of Our liability for Damage to Baggage (including both Unchecked Baggage and Checked Baggage) in the case of destruction, loss, damage, or delay shall be as prescribed by the Convention, or a higher amount not exceeding the declared sum under Article 9.7 of these Conditions of Carriage (unless We can demonstrate that the declared sum is greater than the actual interest).

Copyright Pacific Airlines No control printing or downloading

16.3.4. We compensate for Damage to Baggage based on actual Damage suffered, but not exceeding Our liability limit. Passenger shall be responsible for providing evidence of the actual Damage to their Baggage.

16.3.5. These liability limits shall not apply if the Damage to Baggage resulted from an act or omission of Us, Our employees, or Our Designated Agent, done intentionally or recklessly and with knowledge that damage would probably result. If such act was committed by an employee or a agent, it is also proved that such employee or agent was acting within the scope of their duties.

16.3.6. If the Passenger's itinerary is subject to relevant national laws, the liability limits for Damage to Checked Baggage and Unchecked Baggage under such laws shall apply to the Passenger's Baggage.

16.3.7. If the Passenger's journey is not subject to the Convention and the laws of the country concerned do not set liability limits for Damage to Checked Baggage and Unchecked Baggage, We will apply the liability limits specified in Article 16.3.3 of these Conditions of Carriage.

16.3.8. Passenger may declare the value (in accordance with Article 9.7 of these Conditions of Carriage) or purchase separate insurance for their Baggage if the actual value or replacement cost of Checked Baggage exceeds Our liability limit.

16.3.9. If the weight or number of pieces of Baggage is not specified on the Excess Baggage Ticket, it is presumed that the total weight or number of Checked Baggage does not exceed the free allowance for the Passenger's service class, as disclosed by Us in accordance with applicable laws.

16.3.10. We shall not be liable for Damage to Baggage occasioned by delay if We can prove that We, Our employees, and Our Designated Agent (i) took all measures that could reasonably to avoid such Damage but the Damage nonetheless occurred, or (ii) were unable to take such measures.

16.3.11. We shall not be liable for any injury to the Passenger or any Damage to the Passenger's Baggage caused by items contained in the Passenger's own Baggage or anyone else's Baggage. Passenger shall be liable for any Damage caused by their Baggage to others, including property, and shall indemnify Us for all losses and expenses We incur as a result thereof

16.3.12. We are not liable for damage to any items listed in Article 9.3.3 of these Conditions of Carriage when contained in Passenger's Checked Baggage that has not been declared as high-value Baggage, nor for damage to similar items, whether or not We were aware of them.

16.3.13. We are not liable for any Damage to Passenger's Baggage resulting from the Passenger's failure to comply with Article 9.4.4 of these Conditions of Carriage, including failing to receive Baggage, complete Baggage check-in, or re-tag baggage

identification tag for carriage on a flight operated by another carrier with whom we have no interline agreement.

16.3.14. We shall not be liable for any damage to Baggage, unless such damage results from Our fault. If the damage is partly due to the Passenger's fault, our liability shall be governed by the Applicable Law determining the apportionment of liability.

16.4. Compensation liability for damage occasioned by delay in the carriage of Passenger

16.4.1. Our liability for Damage occasioned by delay in the carriage of Passenger is limited by the Convention.

16.4.2. Whether or not the Convention applies to Passenger's claim for compensation, We shall not be liable for any Damage occasioned by delay if we can prove that We, Our employees, and Designated Agent (i) took all measures that could reasonably to avoid such Damage but the Damage nevertheless occurred, or (ii) were unable to take such measures.

16.5. Other rules

To the extent not in inconsistent with the foregoing provisions, and whether or not the Convention applies:

16.5.1. We are not liable for any Damage resulting from Our compliance with, or the Passenger's failure to comply with applicable laws.

16.5.2. Unless otherwise provided in these Conditions of Carriage, Our liability for compensation shall be limited to actual Damage proven by the Passenger and in accordance with applicable laws.

16.5.3. If a Passenger is carried in a mental, age-related, or physical condition that may pose a hazard or risk to that Passenger, We shall not be liable for any illness, injury, disability, or death resulting from that one of such conditions or its consequences.

16.5.4. Any exclusion or limitation of Our liability shall also apply to and be for the benefit of Our employees and Our Designated Agent, as well as the owner of any aircraft operated by Us and their employees, servants, and representatives. The total amount of compensation for damage payable by Us, Our employees, and Our Designated Agent shall not exceed the liability limits set forth in these Conditions of Carriage and relevant Applicable Law.

16.5.5. Unless otherwise provided in these Conditions of Carriage, nothing in these Conditions of Carriage gives up any exclusion or limitation of Our liability under the Convention or applicable law.

16.5.6. We shall be not liable for any Damage caused by Force Majeure.

ARTICLE 17. CLAIMS AND LITIGATION

17.1. Time limit for claims of Baggage

17.1.1. The passenger's receipt of Checked Baggage without complaint at the baggage claim area is prima facie evidence that such Baggage has been delivered in good condition and in accordance with the contract of carriage.

17.1.2. Notice of claims

Before initiating a lawsuit about the loss or lack of, damage to, or delay of the Checked Baggage, the Passenger or their lawful representatives shall lodge written complaints to Us within the following time limit:

17.1.2.1. Immediately upon discovering the damage and, at the latest, within seven (07) days from the date of receipt in the case of lack or damage.

17.1.2.2. Immediately upon discovering the damage and, at the latest, within seven (07) days from the date on which the Baggage has been received in the event of loss of one or more pieces of baggage.

17.1.2.3. Twenty-one days from the date on which the person entitled to receive has been received in the case of delay.

17.2. All feedback, requests, and claims regarding service quality or compensation will be received and processed by Us in accordance with these Conditions of Carriage and applicable laws. Passenger may provide feedback or lodge complaints directly with Us or through Our Website or Contact Center.

17.3. Time limit for initiation of lawsuits

The statute of limitations for initiation of lawsuits concerning Our liability for damage to Passengers, Baggage is two years, counting from the date the aircraft arrives at the place of destination, the date the aircraft ought to have arrived at the place of destination or from the date on which carriage stopped, whichever is the later. The method of calculating that period shall be determined by the law of the court seized of the case.

ARTICLE 18. EFFECTIVENESS AND AMENDMENTS

18.1. These Conditions of Carriage and the Carrier's Regulations may be amended or supplemented in accordance with applicable laws and regulations. We are responsible for issuing and publishing the Conditions of Carriage. Within 07 working days from the date of issuance or change of the Conditions of Carriage, we are responsible for submitting the Conditions of Carriage to the Civil Aviation Authority of Viet Nam (CAAV) to serve the inspection and supervision of the carrier's assumption of liability.

18.2. No staff, employee, or representative of the Carrier shall have the authority to modify, alter, or waive any provision of these Conditions of Carriage.

ARTICLE 19. MISCELLANEOUS

The Carrier's rights and obligations with respect to the carriage of Passengers and their Baggage shall also be subject to other relevant laws and regulations.

ARTICLE 20. HEADINGS AND TITLES

The headings and titles of the Articles in these Conditions of Carriage are inserted for reference and convenience only and shall not be used for the interpretation or construction of the respective provisions.