

PACIFIC AIRLINES 
CONDITIONS
OF
CARRIAGE

20/06/2024

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ARTICLE 1. DEFINITIONS

In these Conditions of Carriage, the following expressions have the following meanings

Agreed stopping refer to stopping points that are set forth on the ticket or announced in our schedules on your itinerary, excluding the point of departure and the point of final destination.

We refers to Pacific Airlines JSC. (“Pacific Airlines”).

Connecting flight refers to a subsequent flight providing onward travel on the same ticket, on another ticket, or on a conjunction ticket.

Convention refers to the Convention for the Unification of certain rules relating to international carriage by air, signed at Warsaw, October 12th, 1929 (referred to below as the Warsaw Convention); the Warsaw Convention as amended at The Hague on September 28th, 1955 (referred to below as the Warsaw Convention amended at The Hague); the Convention for the Unification of certain rules for international carriage by air, signed at Montreal, on May 28th, 1999 (referred to below as the Montreal Convention) and any applicable protocols, conventions, and legal documents.

Authorized agent refers to a passenger sales agent who we have appointed to represent us in selling our air transportation services and, when authorized, the air transportation services of other air carriers.

Stopover refers to a scheduled stop on your journey at a point between the place of departure and the place of destination.

Force majeure refers to unusual and unforeseen circumstances which occur in an objective manner beyond our or your control and the consequences of which cannot be avoided by all possible necessary measures being taken.

Conditions of contract refer to the terms as shown in your paper or electronic ticket (itinerary receipt) referencing these Conditions of Carriage and other notices.

Conditions of carriage refer to these conditions of carriage or another carrier's conditions of carriage as the case may be.

Tariff refers to the fares and surcharges. Every tariff is published with related applicable conditions. Tariffs shall be filed with appropriate authorities when required.

Other carriers refer to any carriers other than us. Their codes are shown on your ticket or conjunction ticket.

Passenger refers to any person, except members of the operating crew, who is carried on an aircraft with our approval.

Baggage refers to your personal items, properties, and belongings, which are considered necessary or appropriate for carrying and using for your trip. Unless otherwise specified, baggage includes both your checked and unchecked baggage.

Checked baggage refers to the baggage which we have taken into our custody and for which we have issued a baggage identification tag.

Unchecked baggage refers to any of your baggage, except checked baggage, including all items you bring into the aircraft cabin and in your custody during the trip.

Flight schedule refers to the information including point of departure, point of destination, scheduled time of departure and arrival.

Airline designator code refers to the two characters or three letters used to identify a particular carrier.

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 whether a ticket is valid, the day on which the ticket is issued or when the first flight begins shall not be counted.

Authority refers to governmental agencies, specialized management agencies or any authorized organizations/individuals.

Our regulations refer to the rules and regulations, besides these Conditions of Carriage and tariffs, published by us, and take effect on the date of the commencement of carriage, in relation to the carriage of passengers and baggage as specified by certain articles in these Conditions of Carriage.

SDR stands for Special Drawing Right, referring to a unit of account defined by the International Monetary Fund (IMF). This is an international unit of account based upon the values of several major currencies. The currency values of the SDR are subject to change 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 refers to a document issued solely to identify checked baggage.

Damage refers to the death or wounding of a passenger, or any other bodily injury to a passenger, caused by an accident on board the aircraft or in the course of any of the operations of embarking or disembarking. Damage also means the total or partial loss of or damage to the baggage which occurs during carriage by air. Additionally, it also means any damage caused by delay in the carriage of passengers or baggage by air.

Check-in deadline means the time limit specified by carriers by which you must have completed all check-in formalities and received your boarding pass.

Passenger coupon or **passenger receipt** is a portion of the ticket issued by us or an authorized agent, which shall be retained by you.

Itinerary/receipt refers to a document or documents issued by us or our authorized agents to passengers travelling with electronic tickets. It contains the passenger's name, flight information, and other details.

Flight coupon is the part of your ticket with the printed words "Good for Passage;" in the case of an electronic ticket, it means the electronic coupon. The flight coupon shows particular points between which you are entitled to be carried.

Electronic coupon refers to the electronic flight coupon stored in our database.

Coupon refers to either a paper flight coupon or an electronic coupon, each of which entitles the passenger to travel on the particular flight identified on the coupon.

Electronic Ticket refers to the itinerary/receipt issued by us or on our behalf, the electronic coupons and, if applicable, a boarding document.

Baggage Check refers to the portion of the ticket related to the carriage of your checked baggage.

Ticket refers to the "Passenger Ticket and Baggage Check" or the itinerary/receipt of the electronic ticket delivered to the passenger, in each case issued by us or our authorized agents and includes the conditions of contract, notices and coupons.

Conjunction ticket refers to a ticket issued to you in conjunction with another ticket which together make up a single contract of carriage.

Our branches refer to our national and international branches.

Our website is respectively the electronic information page <https://www.pacificairlines.com>

Customer service center refers to our customer service 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

2.1.1 Except as provided in Articles 2.4, Article 2.5, these Conditions of Carriage apply to all flights we operate and to any case where we have a legal liability to you in relation to your flight.

2.1.2 These Conditions of Carriage also apply to free and reduced fare carriage, unless specified otherwise in our regulations, which are published on our website or notified via our customer service center or specified in the relevant contracts, passes or tickets.

2.1.3 These conditions of carriage and portions of the important regulations in relation to the rights and obligations of customers and those of ours to customers are publicly disclosed and customers may request further details at any given 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 flights, we may have arrangements with other carriers known as “codeshares”. 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, the aircraft may be operated by another carrier. If such arrangements apply, we will inform you of the name of the carrier operating the aircraft at the time you make a reservation.

2.4 Overriding law

The governing laws of these conditions of carriage are Vietnamese laws. In regard to international carriage pursuant to the Convention, the regulations of the Convention shall apply.

Insofar as any regulations contained in these conditions may be contrary to the regulations of Vietnamese laws and the Convention, the regulations of Vietnamese laws and the Convention shall prevail.

2.5 Conditions prevail over regulations

Unless specified otherwise in these conditions of carriage, in the event of any inconsistency between these conditions of carriage and our regulations, these conditions shall prevail.

ARTICLE 3. TICKETS

3.1 The ticket constitutes prima facie evidence of the contract of carriage

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 You cannot transfer your ticket.

3.1.3 Tickets sold at discounted fares may partly or completely be non-refundable. You should choose the fare which best suits your needs.

3.1.4 If you have a ticket, as described in Article 3.1.3 above and you are prevented from travelling due to force majeure, provided that you have promptly advised us about and furnished evidence of such force majeure and the ticket has not yet been used, we will consider refunding you, waiving our right to refuse refunds as specified in Article 11. The refund is subject to a deduction of a reasonable surcharge.

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

3.1.6 Requirements for tickets

In case of a paper ticket, you shall be entitled to be carried on a flight only if you present appropriate identification documents and a valid ticket that is duly issued with the flight coupon for that flight, all other unused flight coupons, and the passenger coupon. However, you shall not be entitled to be carried if the ticket presented is mutilated or has been altered other than by us or our authorized agents.

In the case of an electronic ticket, you shall be entitled to be carried on a flight only if you provide appropriate identification documents and a valid electronic ticket which has been duly issued to you.

3.1.7 Loss, mutilation, non-presentation of a ticket

3.1.7.1 In case of loss or mutilation of a ticket (partly or totally) or presentation of a ticket without the passenger coupon and unused flight coupons, upon your request, we will issue a new ticket to replace the old ticket (partly or totally) if we are able to determine that the old ticket was duly issued and is still valid for the related flight. In this case, you have to sign a written agreement to reimburse us for the fare applicable to the new ticket in the event of the lost or missing ticket, or the missing flight coupons have been used or refunded.

3.1.7.2 Where such evidence is not available or you do not sign such a written agreement, the carrier issuing the ticket may require you to pay the full price for the issuance of the replacement ticket. This payment is only refunded if and when the original issuing carrier can determine that the lost or mutilated ticket has not been used before its validity period runs out. If you are able to find the original ticket before its validity period runs out, you may present this ticket to the carrier issuing the new ticket to receive a refund.

3.1.8 A passenger should take reasonable measures to make sure the ticket is not lost or stolen.

3.2 Period of validity

3.2.1 Unless otherwise stated on the ticket, these conditions of carriage, or in any tariffs which apply (regarding the limitation of validity of a ticket, in this case, the limitation will be included on the ticket), a ticket is valid for:

3.2.1.1 one year from the date of issue; or

3.2.1.2 one year from the date of first segment on the ticket, but only if your first flight happened within one year of the date of issue of 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 a reservation, we are unable to confirm the reservation, the validity of such ticket will be extended, or you may be entitled to a refund in accordance with Article 11.

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 an authorized medical agency. When the flight coupons remaining in the ticket include one or more

stopovers, the validity of such ticket may be extended for not more than three months from the date shown on the certificate provided by the medical agency. In this case, we will extend the period of validity of tickets of other family members (parents, full siblings, spouse, and children) accompanying you.

3.2.4 In the event of death of a passenger en route, the tickets of the persons accompanying the passenger may be modified by waiving any restriction and extending the validity. In the event of a death of a passenger's family member after the passenger has commenced travel, the validity of the passenger's ticket and those of their accompanying family members may 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 45 days from the date of the death.

3.3 Coupon sequence

3.3.1 The ticket you have purchased is valid only for carriage recorded on the ticket, from the point of departure via any agreed stopping points to the final point of destination. The fare you have paid is based upon the tariff which applies to the entire journey shown on the ticket, the particular fares, and related tariffs which are disclosed on our website, mobile app, local branches, or via the Customer Service Center. This forms an essential part of our contract with you. The ticket will not be honored and will lose its validity if the coupons (or flights mentioned on the ticket) are not used in the sequence provided on the ticket.

3.3.2 If you would like to change any aspect of your carriage, you must contact us in advance. The fare for your new carriage will be calculated and you will be given the choice of accepting this new price or keeping the carriage originally recorded on your ticket. If you have to change any aspect of your carriage due to a force majeure event, you must contact us as soon as possible and we will use reasonable efforts to transport you to your next stopover or final destination without recalculating the fare.

3.3.3 If you fail to follow the sequence recorded on the ticket without our agreement, a new fare (if any) shall be applied at the time of change based on appropriate tariffs for your actual travel. You will be required 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; however, if this is the case, your unused coupons no longer have any 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 date of departure, class of service, or flight segment, 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 may only be changed if you agree to pay an additional fee. You may contact us or the issuing agent to learn more about the additional fee required for such changes.

3.3.5 Each flight coupon on your ticket will be accepted for carriage in the class of service on the date and flight for which the space has been reserved. When a ticket is originally issued without a specific reservation, space may be later reserved subject to our tariff and the availability of space on the flight you requested.

3.3.6 Please be aware that if you fail to show up for any flight without prior notice, we may cancel your return or onward reservations. However, if you do advise us in advance, we will not cancel these flight reservations.

3.4 Our name and address

Our name may be abbreviated on the ticket. Our address shall be deemed to be the city or airport of departure shown opposite the first abbreviation of our name in the “Carrier” box on the paper ticket, or as indicated for our first flight segment in the itinerary receipt in the case of an electronic ticket.

ARTICLE 4. STOPOVERS

4.1 Stopover is any stopping point which has been scheduled in advance as recorded in the itinerary on your ticket pursuant to the requirements of authorities and applicable tariffs disclosed on our website, local branches, or via the Customer Service Center.

4.2 Stopovers must be arranged with the carriers 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, you will be informed of such services as well as the accompanying conditions at the time of ticket purchase.

Fares are disclosed on our website and mobile app as well as at our local branches and authorized agents upon payment. Changes to any flight segment in the itinerary or date of departure that you request may result in changes to the applicable fares and surcharges.

5.2 Taxes, fees, and charges

Taxes, fees and charges imposed by the government, other authorities, or by the operator of an airport are not included in the fare. You are responsible for paying us, the

representative of these agencies, all applicable taxes, fees, and charges when purchasing a ticket. At the time of purchase, you will be informed of all the taxes, fees, and charges not included in the fare, most of which are typically recorded separately on the ticket.

If you make any ticket changes that result in increased taxes, fees, and charges, you are responsible for paying such increase. If any taxes, fees, or charges are changed and/or imposed after you have purchased a ticket, we will inform you the specific applicable conditions of such taxes, fees, and charges. If you refuse to pay such taxes, fees, and charges, you are entitled to claim a refund for your ticket pursuant to Article 11.

5.3 Surcharges

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, special services, and cancellation.

Surcharge details are disclosed on our website, local branches, or via the Customer Service Center.

You are responsible for paying all surcharges at the time of ticket purchase.

5.4 Total fares

The total fare includes all the amounts you have to pay in order to purchase a ticket, including fares, taxes, fees, and charges.

5.5 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.

5.6 Currency

The total fares and surcharges are payable in the currency of the country in which the ticket is issued and modified (in case of a ticket issued through our website, the currency used shall be the one of the country/region you have chosen upon access), unless another currency is indicated by us or our authorized agents, at or before the time of payment (for example, because of the non-convertibility of the local currency). 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 authorized agents will record your reservation(s). Upon request, we will provide you with written confirmation of your reservation(s).

6.1.2 Certain fares have conditions that limit or prevent you from changing or canceling your reservations. You should check the conditions that apply to the fare you have chosen and we are not responsible for your failure to do so.

6.2 Ticket time limits

If you fail to pay for the ticket prior to the specified ticket time limit as advised by us or our authorized agents, we reserve the right to cancel your reservation.

6.3 Personal data

We comply with the EU General Data Protection Regulation (GDPR) while collecting, processing, and storing your personal data for the purpose of fulfilling the contract of carriage. For further information, and before validating and proceeding with any of your booking, please refer to Pacific Airlines “Privacy Policy”.

6.4 Seating

We will make an effort to honor your advance seating requests. However, we are unable to guarantee any particular seat in the aircraft. We reserve the right to assign or re-assign seats at any time, even after you have boarded the aircraft if we find it necessary for safety purposes, for compliance with government regulatory, or for security and health reasons. We will make reasonable seating accommodations for passengers with special needs in accordance with applicable laws.

6.5 Service charge when space not occupied

Unless the fare has non-refundable restriction, you may have to pay a surcharge if you fail to use the space for which a reservation has been made. Such surcharge is disclosed on our website, mobile app, and local branches, or via our Customer Service Center and will be confirmed by us when it applies.

6.6 Special services

6.6.1 We will make an effort to provide the special services you request when making your reservation to the best of our availability. We will inform you if we are unable to provide

the special services you request. Your special service request will be confirmed immediately or after we have verified the transportation conditions or after you have completed the procedures under these conditions of carriage. If you require special services at the airport, we will check service conditions and inform you of the availability of such services. If we are unable to provide the services you have previously requested, we shall not be held liable to you for any related loss or expenses incurred.

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

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

6.6.4 We may require that you travel with an attendant for safety reasons or if you are unable to evacuate yourself from the aircraft or you are unable to understand safety instructions during the flight.

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 You may have to pay for certain special services provided by us. Service fees are disclosed on our website and mobile app, or published at our branches or via our Customer Service Center, and will be confirmed by us at the time you make a request.

6.6.7 Acceptance of carriage of children without adult attendants, passengers with disabilities or health conditions, pregnant women, or passengers who require special services may depend on our arrangements and comply with the carriage regulations disclosed on our website, or published at our branches or via our Customer Service Center.

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. You may have to pay for certain services on board. Service fees are disclosed on our website and mobile app, or published at our branches or via our Customer Service Center, and will be confirmed by us at the time you make a request.

6.7.2 If we are unable to provide the services you have paid for, we will inform you and fulfill the accompanying obligations as disclosed on our website, branches, or via our Customer Service Center.

6.8 Reconfirmation of reservations

6.8.1 Onward or return reservations may be subject to the requirement to reconfirm the reservation within specified time limits. We will advise you if we require reconfirmation of your reservation, as well as how and where it should be done. If you fail to reconfirm your reservation when required, we may cancel your onward reservations. However, if you inform us that you still wish to travel on the flight on which your previous reservation has been cancelled and there is space in the class of service for which the fare has been paid, we will reinstate your reservation and transport you to your next or final destination. If there is no space available in the class of service for which the fare has been paid, we will use reasonable efforts to transport you to your next or final destination. In this case, you may have to pay a surcharge. Such surcharge is disclosed on our website, mobile app, and local branches, or via our Customer Service Center and will be confirmed by us when it applies.

6.8.2 You should check the reconfirmation requirements of any other carriers involved in your journey. If reservation reconfirmation is required, you must reconfirm with the carriers whose codes are indicated in the related the flight on the ticket.

6.9 Cancellation of onward reservations

If you fail to occupy the space reserved for you on a flight without informing us in advance, we will cancel your onward reservations. However, if you do inform us in advance, we will keep your subsequent flight reservations.

ARTICLE 7. CHECK-IN AND BOARDING

7.1 You must arrive at our check-in location and boarding gate at the specified time to ensure the completion of all the required formalities and procedures before the time of departure. We reserve the right to cancel your reservation if you do not comply with the check-in deadlines indicated for the flight. You should stay informed of the time you are required to show up at the check-in location. These regulations can be found in our flight schedules or provided by our ticket offices or authorized agents upon request.

7.2 You must be present at the boarding gate not later than the time specified on your boarding pass.

7.3 If you fail to comply with the aforementioned regulations or to present required travel documents as provided in Article 14.2 or if you are not ready to travel, we reserve the right to cancel your reservation.

7.4 We shall not be held liable for any loss or expense incurred due to your failure to comply with the regulations in this Article 7.

ARTICLE 8. REFUSAL AND LIMITATION OF CARRIAGE

8.1 Our 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; or

8.1.2 The passenger refuses to provide us with necessary personal information and/or information required by the authorities and we need such information to provide the products and services you have requested; or

8.1.3 The passenger's conduct, age, and mental or physical state: (i) require our special assistance but have no prior arrangement; or (ii) due to the passenger's health status that we find carriage or continuation of carriage will cause harm to the passenger themselves, to other people in the aircraft or endanger the flight; or (iii) to prevent the spread of disease; or (iv) fail to comply with the regulations on aviation safety and security, air freight transportation; or (v) disturb social order, endanger aviation safety or affect the life, health and property of other persons; or (vi) appear to experience intoxication from alcohol or other stimulants, resulting in inappropriate behaviors; or (vii) for security reasons as provided in Vietnam Civil Aviation Law; or (viii) at the request of authorized government agencies; or

8.1.4 The passenger has committed misconduct or theft on a previous flight, and such conduct may be repeated; or

8.1.5 The passenger has declined a security check of themselves or their baggage, or has accepted a security check of themselves or their baggage but fails to provide satisfactory answers to security questions at check-in or at the boarding gate, or fails a security profiling assessment/analysis, or has tampered with or removed any security seals on their baggage or security stickers on their boarding pass; or

8.1.6 The passenger has not paid the total fare as specified in Article 5 of these conditions of carriage or any penalty, compensation, accrued expense, and other financial responsibilities payable to us; or

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 for which they do not have valid travel documents, or destroy their travel documents during flight or refuse to surrender their travel documents to the flight crew when requested; or

8.1.8 The passenger presents a ticket that (i) is invalid, or (ii) has been purchased from an organization or individual other than us or our authorized agents; or (iii) has been reported as being lost or stolen; or (iv) is a counterfeit ticket; or (v) the passenger cannot prove that they are the person named on the ticket. In this case, we reserve the right to retain such ticket; or

8.1.9 The passenger fails to comply with the requirements in Article 3.3 concerning coupon sequence and use, or the passenger presents a ticket that has been issued or altered in any way by any party other than us or our authorized agents, or the ticket is mutilated; or

8.1.10 The passenger fails to comply with safety and security instructions; or

8.1.11 The passenger has violated or failed to comply with one of the aforementioned provisions.

8.2 Refusal of carriage or forceful removal of passengers

8.2.1 To ensure the safety and security of a flight, we reserve the right to refuse carriage of a passenger or cancel any unused ticket portions of a passenger in the following cases: (i) The passenger exhibits disruptive behaviors; or (ii) is unable to control their behaviors; or (iii) we find the mental and physical conditions of the passenger to be threatening to their own safety; or (iv) the passenger is denied entry; or (v) fails to comply with regulations and instructions of aviation employees at an airport, airfield, or on board an aircraft; or (vi) disturbs order and discipline at an airport, airfield, or on board an aircraft; or (vii) a deportee without an escort; or (viii) provides false information to an extent that endangers the safety and security of an airport, airfield, on board an aircraft in flight or on ground, and other passengers; or (ix) at the request of Vietnamese or foreign aviation authorities.

8.2.2 We also reserve the right to issue a banning notice, temporary or permanent, to any passenger on any of the flights we operate. A banning notice also prevents you from buying a flight ticket or requesting or allowing other people to do so for you. If you try to use our carriage services while a banning notice is still in force, we will refuse to carry you.

8.3 Consequences of refusal to carry or removal of passenger

8.3.1 We shall not be held liable any damage or loss incurred if a passenger is refused carriage or is not allowed onward carriage as specified in Articles 8.1 and 8.2 above.

8.3.2 On the contrary, we reserve the right to seek an indemnity from a passenger in respect of claims or losses, including the costs of diverting our flight as a result of the behaviors, conducts or conditions specified in Article 8.2.1 above and as a result of the refusal of carriage or onward carriage of a passenger..

8.4 Aircraft weight/seating capacity

8.4.1 If the aircraft's weight limitation or seating capacity would otherwise be exceeded, we reserve the right to decide in our reasonable discretion which passengers or baggage shall not be carried.

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 16.5.6 of these 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.

ARTICLE 9. BAGGAGE

9.1 Free baggage allowance

You may carry some baggage, free of charge, subject to our regulations, which are shown in your ticket. The free of charge baggage must comply with the conditions and limitations in our regulations which are disclosed on our website, mobile app, local branches, or via our Customer Service Center.

9.2 Articles unacceptable as baggage

You will be required to pay a charge for the carriage of baggage in excess of the free baggage allowance as disclosed on our website, in local branches, or via our Customer Service Center.

9.3 Articles unacceptable as baggage

9.3.1 You shall not include in your baggage:

9.3.1.1 Articles that do not constitute baggage as defined in Article 1 hereof;

9.3.1.2 Articles that 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 regulation;

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;

9.3.1.4 Articles that are considered to be dangerous and unsuitable for carriage in person or baggage on board the aircraft pursuant to government regulations as disclosed on our website.

9.3.2 Weapons, ammunition and support instruments are prohibited from carriage as baggage without approval from the authority; explosives, explosive materials, flammable substances, items which can be used as threatening weapons, and other dangerous substances which are approved for carriage may only be accepted as checked baggage pursuant to the regulations disclosed on our website and mobile app. Bullets must be removed from the guns to ensure safety during carriage. Bullets must be stored in cartridges or packaged in accordance with regulations. All our regulations and those of airport authorities, ICAO, and IATA in relation to firearms, ammunition, and support instruments disclosed on our website and mobile app must be complied with.

9.3.3 You are prohibited from including in your checked baggage fragile or perishable items (fresh and perishable food products, etc.), artwork, cameras, money, jewelry, precious metals, gemstones, computers, electronic devices, valuable instruments, securities, negotiable papers, contracts, business documents, samples, passports and other identification documents, other valuable items.

9.3.4 If you still choose to include any items specified in Article 9.3 in your baggage, we shall not be held liable for any damage to such items, regardless of our knowledge of them.

9.4 Right to refuse carriage

9.4.1 We may refuse to carry as baggage the items specified in Article 9.3 and we may also refuse further carriage of any such items upon discovery that they are included in your baggage.

9.4.2 We will refuse to carry as baggage any items that are considered dangerous or prohibited as carry-on or baggage on board the aircraft pursuant to the government regulations as disclosed on our website.

9.4.3 For security and safety reasons, we may refuse to carry any baggage and items, including baggage that does not belong to you and that you partially own. We shall not be held liable for any damage or inconvenience you may experience as a result of such refusal of carriage.

9.4.4 Unless advance arrangements for carriage have been made with us, we may refuse to carry baggage that is in excess of the applicable free allowance on later flights even if you have paid the charge for such baggage.

9.4.5 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.

9.4.6 We and our agents shall not check through baggage for other carriers with whom we do not have an interline agreement. Therefore, if you intend to arrive at an airport on another carrier's flight in order to connect with one of our flights or you intend to arrive at an airport on one of our flights in order to connect with another carrier's flight, you must check and confirm in advance whether we have an interline agreement with them. In case we do not have an interline agreement with them, you are responsible for clearing your baggage and having it checked-in and re-tagged for the next flight. We shall not be held liable for any damage to you and to your baggage in the flights we do not operate.

9.5 Right of search

9.5.1 We reserve the right to request you to permit an aviation security search of your body and your baggage. If you are absent when requested, we may still carry a search of your baggage to determine whether you are in possession of or whether your baggage contains any item Specified in Article 9.3 or not. If you are unwilling to comply with such search requests, we may refuse to carry you or your baggage. If a search causes damage to you or your baggage such as effects resulted from scanners, we shall not be held reliable for such loss and/or damage unless it is caused by our negligence.

9.5.2 We shall not be held liable for any items kept by you or in your baggage which are seized by an authority subject to international regulations or state authority regulations, even if such items are then seized or destroyed.

9.6 Checked baggage

9.6.1 We are responsible for taking custody of and issuing a baggage identification tag for every article of your baggage.

9.6.2 Checked baggage must have your name, or other personal identification affixed to it.

9.6.3 Checked baggage will be carried on the same aircraft as you. If we find such carriage impossible due to safety, security or operation reasons, we will carry your baggage on another flight. If this is the case, your checked baggage will be carried and delivered to you, unless applicable law requires you to be present at the airport for customs clearance.

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. Overweight items must be split and re-packed into lighter units during check-in. Any overweight baggage that is not re-packed will be refused carriage. In any case, we shall not be held liable for: (i) any damage caused by your failure to comply with baggage weight allowance and rules of splitting and re-packing, (ii) refusal of carriage of overweight baggage.

Checked baggage with weight and total dimensions exceeding will only be accepted for carriage if you inform us and receive our approval at the time of reservation.

9.7 Excess value declaration and charge

We may accept the carriage of checked baggage in excess of the applicable liability limits if you declare its value and pay additional charges for such baggage as disclosed on our website and mobile app. 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 Baggage that you carry onto the aircraft must be subject to the size restrictions as disclosed on our website. If your hand baggage is of excessive weight or size and considered unsafe for any reason or unable to be stored in the aircraft cabin, it must be carried as checked baggage.

9.8.2 Objects that are not suitable for carriage in the cargo compartment (for example musical instruments) as disclosed on our website and mobile app and do not meet the requirements in Article 9.8.1 will only be accepted for carriage in the aircraft cabin if you have given us notice in advance, and the permission has been granted by us. The carriage of such baggage shall be charged separately.

9.9 Collection and delivery of Baggage

9.9.1 You must collect your baggage as soon as it is available at the baggage claim area at your destination or stopover immediately after your flight. If you fail to claim your checked baggage within three (3) months from the time it is made available, we shall not be held liable to you for such baggage.

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

9.9.3 If you make a request to claim your checked baggage yet fail to present the baggage check and baggage identification tag, we will only allow collection after you have successfully proven your right to the baggage. Information and documents we may consider when verifying such right include the following: your name, flight number, date of departure, baggage identification tag number, the number of baggage.

9.9.4 Acceptance of Baggage by the bearer of the Baggage Check without complaint at the time of delivery shall constitute sufficient evidence that the Baggage has been delivered in good condition and in accordance with the contract of carriage.

ARTICLE 10. SCHEDULES, CANCELLATION OF FLIGHTS

10.1 Schedules

10.1.1 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.

10.1.2 Before we accept your booking, we or our authorized agent 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 and/or cancel, terminate, divert, postpone, delay any flight, or substitute alternative aircraft and stop-over destination if necessary beyond our control and/or because of safety or commercial reasons. If you provide us with your contact information, we will, within the scope of our responsibilities, inform you of flight schedule changes. If, after you have purchased your ticket, we make a change to the scheduled flight time that is not acceptable to you, and we are unable to book you on an alternate flight that is acceptable to you, you will be entitled to an involuntary refund in accordance with Article 11.

10.2 Cancellation, rerouting, delays

10.2.1 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.

10.2.2 If the flight is delayed or canceled, or if you are refused carriage, at your option, we will:

10.2.2.1 Provide and update you with sufficient information in an appropriate manner; serve meals; offer accommodation in accordance with the regulations on the quality of passenger services at airports as issued by Authorities;

10.2.2.2 Make appropriate adjustments to your itinerary or re-route you to another flight: if your flight is delayed for 02 hours or longer, within our carriage services, we will change your itinerary to get you to your final destination, waiving any restrictions in regard to itinerary or flight changes and related surcharges (if any) for you;

10.2.2.3 Provide you with non-refundable fixed compensation in accordance with regulations by Authorities (if any);

10.2.2.4 Offer you a refund if your flight is delayed for 05 hours or longer. Refunds shall be made pursuant to the provisions of Article 11 in these Conditions of Carriage.

10.2.2.5 Fulfill other obligations imposed by Authorities (if any).

10.2.3 If delays and cancellations are not due to our negligence, we shall be under no immediate obligation to comply with Articles 10.2.2.2, 10.2.2.3, and 10.2.2.4 of these conditions of carriage. However, we shall make reasonable efforts to assist you as to the best we can.

ARTICLE 11. REFUNDS

11.1 Voluntary refunds

We will refund the entire ticket or any unused portion of the ticket if you have purchased a refundable ticket in accordance with the regulations set out below:

11.1.1 Except as otherwise provided in this article, we shall be entitled to make a refund either to the person as named in the ticket, or to the person who has paid for the ticket when the person requesting the refund produces legal personal identification documents, applicable power of attorney, and a request of refund of carriage.

11.1.2 If a Ticket has been paid for by a person other than the Passenger named in the Ticket, and the Ticket indicates 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.

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

11.1.4 A refund made to anyone presenting the Passenger Coupon or Passenger Receipt and all unused Flight Coupons and holding himself or herself out as a person to whom refund may be made pursuant to Article 11.2.1 or Article 11.2.2 shall be deemed a proper refund and shall discharge us from liability of any further refund claim from you or any other person.

11.1.5 We shall not refund the entire ticket or the unused part of the ticket if you have purchased a non-refundable ticket, unless otherwise stated (i) in this article or (ii) in accordance with applicable laws.

In this case, we shall refund only unused taxes, charges, and fees that are refundable and shall charge a certain amount of additional fee subject to particular markets or ticket sales agents as disclosed at our local branches, ticket offices, or Customer Service Center at the time of ticket purchase and/or refund.

11.2 Involuntary refunds

If due to our negligence, the flight is canceled or if we fail to operate the flight in a reasonable manner, fail to stop at your final destination or Stopover, or cause you to miss a connecting flight on which you hold a reservation, the amount of the refund shall be:

11.2.1 If your ticket is completely unused, you will be refunded the total fare you have paid.

11.2.2 If a portion of your ticket has been used, the refund will not be less than the difference between the total fare paid and the applicable fare for the travel that has commenced.

11.2.3 Refund restrictions and applicable surcharges or unoccupied space charges shall be waived.

11.2.4 Once you have accepted the refund under these circumstances, the contract of carriage between you and us will be considered terminated.

11.3 Refunds

If you are entitled to a refund of your Ticket for reasons other than those set out in Article 11.2, the amount of the refund shall be:

11.3.1 If your ticket is completely unused, you will receive a refund equal the total fare paid, less any applicable service surcharges or cancellation fees

11.3.2 If a portion of the ticket has been used, the refund will be the difference between the total fare paid and the applicable fare for the travel that has commenced, less any applicable service charges or cancellation fees.

11.3.3 Surcharges such as those for ticket change, special services, ticket sales service, passenger service will not be refunded and included in your refund.

11.4 Refund on lost Ticket

11.4.1 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:

11.4.1.1 If a lost ticket or a portion of it has not been used or refunded, unless such lost ticket has been used, refunded, or given to another person due to our negligence

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, unless the lost ticket was used by another person due to our negligence.

11.4.2 If we or our Authorized Agents 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 a refund where application is made after the expiry of the validity of the Ticket.

11.5.2 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.

11.5.3 We may refuse a refund on the conditions as stated in Article 8.2

11.6. Currency

All refunds will be subject to government laws and regulations of the country in which the ticket was originally purchased and of the country in which the refund is made. Particularly, refunds will typically be made in the currency in which the ticket was purchased or in another currency pursuant to the regulations of the local government where the refund is made.

11.7 By whom Ticket refundable

We will only give you a voluntary fare refund if we or our authorized agents issued the Ticket and we or they have authorized the refund.

ARTICLE 12. CONDUCT ABOARD AIRCRAFT

12.1 If you conduct yourself aboard the aircraft so as to (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. You may be disembarked, handed to the local competent authority and refused to carry in all your life or in a specified period at any point and may be prosecuted for offences committed on board the aircraft.

12.2 You are not allowed to consume alcohol aboard our aircraft unless it has been served to you by us. We have the right, at any time for any reason, to refuse to serve you alcohol or to withdraw alcohol which has been served to you.

12.3 If you conduct yourself in a manner described in Paragraph 12.1 above, you will indemnify us for all claims or losses, including, but not limited to, all costs arising from the diversion of the aircraft for the purpose of offloading you and all losses suffered or incurred by us, our Agents, employees, independent contractors, Passengers and any third party in respect of death, injury, loss damage or delay to other persons or to property, arising from your misconduct.

12.4 Electronic devices

12.4.1 For safety reasons, in the aircraft, you 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) unless permitted by us. If the use of these devices is permitted by us, it shall be strictly in accordance with our regulations, which are announced when you board the aircraft via safety instruction videos, verbal instructions of

flight attendants, and the safety instruction board at every passenger's seat. Use of hearing aids and heart pacemakers is permitted.

12.4.2 If you fail to comply with Article 12.4.1, we reserve the right to retain such electronic devices until the termination of your flight.

ARTICLE 13. ARRANGEMENTS FOR ADDITIONAL SERVICES

13.1 Unless otherwise provided in Our Regulation, we do not maintain, operate or provide ground transfer service between airports or between airports to other locations. We are not liable for the acts or omissions of the operators of such ground transfer services and shall not be liable therefore even if our employees or agents assist you to use such services.

13.2 If we make arrangements for you 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 your agents for such third party. The terms and conditions of the third party service providers will apply, and we shall have no liability to you for such services, including a third party service provider's decision to cancel or deny you services, unless caused by our negligence.

13.3 If we are also providing surface (ground, rail or sea) transportation to you, other conditions may apply to such surface transportation.

13.4 You shall pay other charges apart from service charges included in the fare.

ARTICLE 14. ADMINISTRATIVE FORMALITIES

14.1 General

14.1.1 You must check the relevant entry requirements for any country you are visiting; and present to us all required passport, visas, health certificates (if applicable) and other travel documents needed for your journey.

14.1.2 You shall comply with all laws, regulations, orders, decrees, demands and travel requirements of countries to be flown from, into or over.

14.1.3 We will not be liable to you in any form for issues relating to petition of your necessary passports, visas, health certificates and other travel documents; complying with all relevant laws, regulations, orders, demands, requirements, rules or instructions; or consequences incurred by you due to not having the necessary passports, visas, health certificates and other travel documents or having not obeyed all relevant laws, regulations, orders, demands, requirements, rules or instructions.

14.1.4 To offer you the best assistance, our employees or authorized agents may provide you with instructions or announcements in connection with applying for necessary documents or visa or complying with the laws, statutes, orders, requirements, demands, regulations, and instructions. Provided instructions or announcements should only be taken as reference.

14.2 Travel document

Prior to travel, you must present to us all documents regulated by laws, regulations, orders, requirements of concerning state, including passport, exit, entry and other documents. If required, you must allow us to take and retain copies of your passport or other equivalent travel documents. The documents shall be handed to crew member for safe custody until the end of the flight. 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.

14.3 Refusal of entry

If you are denied entry into any country, you will be responsible to pay any fine, penalty or charge imposed against us by the Government concerned, any detention costs we are charged; the cost of transporting you from that country and any other costs we reasonably pay or agree to pay. The fare collected for carriage to the point of refusal or denied entry will not be refunded by us.

14.4 Passenger responsible for fines, detention costs, etc

If we are required to pay or deposit 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, any amount so paid or any expenditure so incurred. We may apply toward such payment or expenditure the value of any unused carriage on your Ticket, or any of your funds in our possession.

14.5 Customs or other official inspection

If required, you shall attend the inspection of your baggage by customs or other government officials. We shall not be held liable for any loss or damage incurred during the course of such inspection or by your failure to comply with these requirements, unless caused by our negligence.

14.6 Security inspection

You and your baggage shall go through security screening carried out by us, government officials, airport officials, or other carriers. We shall not be held liable for any damage resulting from such security checks or your failure to comply with these requirements, unless caused by our negligence.

ARTICLE 15. SUCCESSIVE CARRIERS

Carriage to be performed by us and other Carriers under one Ticket, or a Conjunction Ticket is regarded as a single operation.

ARTICLE 16. LIABILITY FOR DAMAGE

16.1 Applicable rules

16.1.1 These conditions of carriage and applicable law govern our liability to you. Where other Carriers are involved in your journey, their liability will be governed by applicable

law and, unless these Conditions of Carriage state otherwise their conditions of carriage. Other carriers may have lower limits of liability.

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

16.1.3 We will be liable only for Damage occurring during carriage performed by us, or in relation to which we have a legal liability to you. Where we issue a Ticket for carriage by another Carrier, or we check-in your Baggage for carriage by another Carrier, we do so only as agent for that Carrier.

16.1.4 This Article 16 sets out the limits of our liability and summarizes the liability rules applied by us under the Convention and applicable laws but if inconsistent with the Convention or other applicable laws, the Convention or other applicable laws will override this Article 16.

16.2 Our liability for death or injury to Passenger

Our liability for proven damages sustained by you in the event of death, wounding or any other bodily injury caused by an accident arising from or relating to carriage provided by us is subject to the rules and limitations set forth in the applicable law as well as the following supplementary rules:

16.2.1 Our scope of responsibilities to every passenger's death or bodily injuries shall comply with the Convention. We shall not be held liable for damage suffered by each passenger out of the limits specified in the Convention if we successfully prove that:

- (a) Such damage was not due to our negligence or other wrongful act or omission of us or our employees or agents;
- (b) Such damage was solely due to the negligence or other wrongful act or omission of a third party.

16.2.2 We shall only be held liable to damage suffered by a passenger while on board the aircraft, inside the aircraft, or during any of the operations of embarking or disembarking. If the damage was caused to the passenger by themselves, we may be exonerated wholly or partly from our liability.

16.2.3 We shall make an advance payment to the passenger or the person entitled to compensation in accordance with our regulations and applicable laws. Such advance payment shall not constitute recognition of our liability and shall be offset against any subsequent compensation paid on the basis of our liability.

16.2.4 For journeys that are to, from or with an agreed stopping place in the United States of America, the limit of liability shall be subject to the regulations in the Convention.

16.2.5 Nothing herein shall be deemed to affect the rights and liabilities of such carriers with regard to any claim brought by, on behalf of, or in respect of, any person who has

willfully caused Damage which resulted in death, wounding, or other bodily injury of a Passenger.

The name of carriers parties to the agreement referred to in this paragraph are available at all ticket offices of such carriers and may be examined on request. Each of such carriers has entered into the said agreement solely on its own behalf and with respect to carriage performed by it and has not thereby imposed any liability on any other carrier with respect to the portion of the carriage performed by such other carrier or assumed any liability with respect to the portion of the carriage performed by such other carrier.

16.3 Our liability for Damage to Baggage

16.3.1 We shall not be held liable for damage to unchecked baggage (other than damage caused by delay as specified in Article 16.4 below) unless the damage was caused by our negligence or the negligence of our authorized agents.

16.3.2 We will not be liable for Damage to Baggage resulting 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 usual and normal rigours of transportation by air.

16.3.3 Our limit of liability for damage to baggage (both checked and unchecked baggage) shall comply with the regulations in the Convention or any higher sum pursuant to Article 9.7. If you only receive part but not all of your checked baggage, or in the event of damage to part but not all of your checked baggage, our liability with respect to the undelivered or damaged portion shall be reduced proportionately on the basis of weight/number of articles, notwithstanding the value of any part of the baggage or contents thereof.

16.3.4 We shall compensate you for damage to your baggage on the principle of compensation for actual damage but not exceeding our limit of liability. you are responsible for proving actual damage to your baggage.

16.3.5 The limits of liability mentioned above will not apply if you are able to prove that the Damage resulted from an act or omission by us or our agents carried out either:

16.3.5.1 with the intention of causing Damage; or

16.3.5.2 recklessly and with actual knowledge that Damage would probably result and you prove that our employees or agents responsible for the act or omission were acting within the scope of their employment.

16.3.6 The limit of liability for Damage to both Unchecked and Checked Baggage established by local law applies to your Baggage where local law applies to your journey.

16.3.7 The limit of liability for Damage to both Unchecked and Checked Baggage specified in 16.3.3 shall be applied to damage to Unchecked Baggage and Checked Baggage where the Convention is not applied to your carriage and no limit of liability is established by applicable local law.

16.3.8 You may wish to make a special declaration of value (see Article 9.7) or buy yourself additional insurance to cover instances where the actual value or replacement cost of your Checked Baggage or Unchecked Baggage exceeds our limit of liability.

16.3.9 If the weight/number of articles of your baggage is not recorded on the baggage check, it is presumed that the total weight/number of articles of your checked baggage does not exceed the applicable free baggage allowance for your class of service as disclosed on our website.

16.3.10 If you complete a special declaration of higher value at check-in and pay the applicable fee, our liability shall be limited to the higher declared value.

16.3.11 We are not liable for Damage to Baggage caused by delay if we prove that (i) we and our agents took all measures that could reasonably be required to avoid the Damage or (ii) that it was impossible for us or our agents to take such measures.

16.3.12 We are not liable for injury to you or for Damage to your Baggage caused by property contained in your Baggage or anyone else. You are responsible for any Damage caused by your Baggage to other people, including property and you shall indemnify us for all losses and expenses incurred by us as a result thereof.

16.3.13 We are not liable in any way whatever for Damage to articles which you include in your Baggage which you are prohibited from including in your Baggage by Article 9.3, including to Damage to fragile or perishable items (fresh and perishable foodstuff...), keys, artwork, cameras, money, jewelry, precious metals, silverware, gemstone, medicines, drug, dangerous goods, computers, electronic devices, securities or other valuables, negotiable papers, contract, business documents, samples, passports and other identification documents, other precious and/or valuable items which are included in your Baggage but not declared a higher value of Baggage and Damage to other similar items regardless of our knowledge.

16.3.14 We are not liable in any way whatever for Damage to your Baggage caused by your failure to adhere to Article 9.4.6 of these conditions including failing to take responsibility for clearing, checking-in and re-tagging Baggage for carriage on another flight with a Carrier which we do not have an interline agreement with.

16.3.15 We are not liable for Damage to your Baggage unless such Damage is caused by the negligence of us. If there has been contributory negligence on your part, our liability shall be subject to the applicable law relating to contributory negligence.

16.4 Our liability for Damage caused by delay to Passengers

16.4.1 Our liability for Damage caused by delay in your carriage by air is limited by the Convention.

16.4.2 Whether or not the Convention applies to your claim, we are not liable for Damage to Passengers caused by delay if we prove that we and our agents took all measures that

could reasonably be required to avoid the Damage or that it was impossible for us or them to take such measures.

16.5 General provisions

To the extent not in conflict with the foregoing and whether or not the Convention applies:

16.5.1 We shall be liable only for Damage in the event of death or wounding of a Passenger, or any other bodily injury suffered by a Passenger, caused by an accident on board the aircraft, during any of the operations of embarking or disembarking.

16.5.2 We shall be liable only for Damage occurring during transportation ticketed under our own Airline Designator Code or operated by us. If we issue a Ticket or if we check Baggage for transportation under another Carrier's Designator Code, we do so only as Agents for the other Carrier.

16.5.3 We are not liable for any Damage arising from our compliance with any laws or government regulations, orders or requirements, or from your failure to comply with them.

16.5.4 Except where these conditions of carriage state differently, our liability shall be limited to actual damage proved by you and subject to applicable laws.

16.5.5 If your age or mental or physical condition is such as to involve any hazard or risk to yourself, we shall not be liable for any illness, injury or disability, including death, attributable to such condition or for the aggravation of such condition.

16.5.6 If you have a confirmed space and we are unable to provide such space or proper class of service, we shall be held liable only for your damage arising from our negligence, but our liabilities in this case shall be limited to refunding reasonable costs for accommodation, meals, information and transportation from/to the airport and compensation for any damage suffered by you in accordance with the regulations disclosed on our website.

16.5.7 Any exclusion or limitation of our liability shall apply to and be for the benefit of our Agents, employees and representatives and any person whose aircraft is used by us and such person's Agents, employees and representatives. As a result, the total amount recoverable from us and from such Agents, employees, representatives and persons shall not exceed the amount of our limit of liability.

16.5.8 Unless stated otherwise in these conditions of carriage, nothing in these conditions of carriage gives up any exclusion or limitation of liability to which we are entitled under the Convention or applicable law which may apply.

16.5.9 We are not liable for any Damage caused by Force Majeure conditions for us as Act of God, war, strike...

ARTICLE 17. TIME LIMITATION ON CLAIMS AND ACTIONS

17.1 Time limit for claims of Baggage

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

17.1.2 Notice of claims

Before taking legal actions about any loss, damage, or delay in the carriage of checked baggage, the person entitled to receive the checked baggage shall submit written notices of claims to us.

Such notices of claims shall only be accepted when the person entitled to receive the baggage submits the claims in writing to us within the following time limit

17.1.2.1 Seven days from the date of receipt of Baggage in case of loss or deficit of, or Damage of Baggage.

17.1.2.2 Seven days from the date on which the Baggage should have been delivered to you in case of partial loss of items from Checked Baggage.

17.1.2.3 Twenty-one days from the date of the Baggage was place at your disposal in case of delay of Checked Baggage.

17.2 The statute of limitations for an action

The statute of limitations for an action regarding our liability to compensate for any damage to you or your baggage is two years counting from the date the aircraft reaches the final destination, the date the aircraft is scheduled to reach the final destination or the date on which the carriage stops, whichever occurs later. The method of calculating the period of limitation shall be determined by the law of the court where the case is heard.

ARTICLE 18. EFFECTIVENESS AND MODIFICATION

18.1 These conditions of carriage and the carrier's regulations may be altered or modified at any given time. Any changes or modification to these conditions of carriage shall be submitted to relevant authorities and disclosed on our website and mobile app as soon as being approved by said authorities. These conditions of carriage shall take effect three days after the date of disclosure.

18.2 These conditions of carriage have been applied to all commenced travels since June 26th, 2024 in compliance with regulations and effectiveness of the Convention to Vietnam.

18.3 None of our staff members, employees or representatives has the authority to alter, modify or waive any provision of these conditions of carriage.

ARTICLE 19. OTHER CONDITIONS

Our rights and obligations in the carriage of you and your baggage also comply with any other relevant applicable laws.

ARTICLE 20. TITLE, HEADINGS

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