

**GENERAL CONDITIONS OF CARRIAGE
FOR DOMESTIC PASSENGER AND BAGGAGE**



Article 1. General

1.1. Definitions

As used in these conditions of carriage, terms shall be defined as follows.

1.1.1 Company

Fly Gangwon Incorporated

1.1.2 Domestic Carriage

"Domestic carriage" means irrespective of whether operated for reward or gratuitously, a carriage of passenger or baggage in which, according to the contract of carriage, the place of departure, the place of destination and any other place(s) of landing are situated wholly within the territory of the Republic of Korea.

1.1.3 Passenger

"Passenger" means any person, except members of the crew, carried or to be carried in an aircraft pursuant to a ticket.

1.1.4 Tariffs

"Tariffs" mean Fly Gangwon's fares, rates and charges for carriage of passengers and baggage and related rules and regulations, which are made part of these Conditions of Carriage.

1.1.5 Ticket

"Ticket" means electronic ticket and electronic coupon within Fly Gangwon's database, issued by Fly Gangwon (hereafter referred to as "the Carrier") or the deputy designated by the Carrier (hereafter referred to as "Agent") in accordance with the Conditions of Carriage, which provides for the carriage of passenger on the Carrier's domestic route(s).

1.1.6 Electronic Coupon

“Electronic coupon” means electronic flight coupon or other relevant information held in Fly Gangwon’s database.

1.1.7 Normal Fare

“Normal fare” means undiscounted fare which Carrier applies to the carriage of passenger.

1.1.8 Baggage

“Baggage” means such articles, effects and other personal property of a passenger as are necessary or appropriate for wear, use, comfort or convenience in connection with his/her trip. Unless otherwise specified, it shall include both checked and unchecked baggage of the passenger.

1.1.9 Checked Baggage

“Checked baggage” means which is surrendered with valid ticket, means baggage of which carrier takes custody and for which carrier has issued a baggage (claim) tag(s).

1.1.10 Unchecked Baggage

“Unchecked baggage” means baggage other than checked baggage.

1.1.11 Baggage Tag

“Baggage tag” means a document issued by Carrier for the carriage of checked baggage of a passenger.

1.1.12 Group Passengers

“Group passengers” mean a party of ten or more passengers traveling together over the same route(s) at the same time, provided that the reservations of all the passengers have been applied for in advance at the same time.

1.1.13 Adult

"Adult" means a passenger who is 13 years of age or over at the time of commencement of travel.

1.1.14 Child

"Child" means a passenger who is 2 years of age or over but under 13 years of age at the time of commencement of travel. (Infant means a passenger who is under 2 years of age at the time of commencement of travel.)

1.1.15 SDR (Special Drawing Right)

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

1.2. Applicability of Conditions of Carriage

- A. These Conditions of Carriage shall apply to domestic carriage of passenger and baggage by scheduled and charter flight, and all services incidental thereto performed by Carrier, except to the extent Carrier's Conditions of Carriage for International Passenger and Baggage shall apply; provided that the carriage by charter flight shall preferably be subject to a charter agreement, and other not specifically provided in the charter agreement shall be subject to these Conditions of Carriage.
- B. Where a special agreement is made with respect to a certain article in these Conditions of Carriage, such special agreement shall have the precedence over such article.
- C. The carriage of passenger and baggage shall be subject to these Conditions of Carriage and the rules and regulations established thereunder in effect on the date of commencement of travel.
- D. With respect to gratuitous carriage, Carrier shall reserve the right to exclude the application of all or part of these Conditions of Carriage. However, even in such case, Fly Gangwon shall bear the liability of the carrier in accordance with the Korean Commercial Act.

- E. These Conditions of carriage and the rules and regulations established thereunder shall be subject to amendment without prior notice due to revisions of laws and regulations, government guidelines, service improvements and, etc. If the above Conditions of Carriage is amended for any other reasons, the amended Conditions of Carriage shall not be applied to the passengers who purchase the tickets before the amendment.

1.3. Publication

Passenger fares, charges and Conditions of Carriage shall be displayed at visible place in Fly Gangwon's branches or sales offices for passengers.

1.4. Passenger's Consent

- A. It shall be presumed that a passenger has recognized and consented to these Conditions of Carriage and the rules and regulations established thereunder by purchasing a ticket.
- B. The passenger, by accepting carriage pursuant to a charter agreement as provided in Paragraph A of 1.2, shall be regarded as having agreed to these Conditions of Carriage.

1.5. Applicable Law and Jurisdiction

- A. These Conditions of Carriage shall be construed in accordance with the law of the Republic of Korea, and to any other matter that is not provided for herein shall apply the applicable laws of the Republic of Korea.
- B. Any action concerning the carriage performed pursuant to these Conditions of Carriage, whoever the person entitled to claim for damages is or whatever the basis for such claim is, shall be subject to the jurisdiction of courts of the Republic of Korea and the legal procedures of such action and shall be in accordance with the laws of the Republic of Korea.

1.6. Instructions by Carrier's Employee

A passenger shall observe the instruction or demand by Fly Gangwon's employee with regard to embarking, deplaning and any other acts or conducts at the airport and on board the aircraft, and to loading, unloading and custody of baggage.

1.7. Schedules, Delays and Cancellations of Flights

1.7.1 Schedules

- A. The times shown in timetables or elsewhere are approximate and not guaranteed, and form no part of the contract of carriage. Schedules are subject to change without notice and Fly Gangwon assumes no responsibility for making connections. Fly Gangwon will not be responsible for errors or omissions either in timetables or other representations of schedules. No employee, agent or representative of Fly Gangwon is authorized to bind Fly Gangwon by any statements or representations as to the dates or times of departure or arrival, or of the operation of any flight.
- B. When Fly Gangwon accepts any passenger's booking, Fly Gangwon will notify the passenger of the scheduled flight time in effect as of that time, and it will be shown on the passenger's Ticket. It is possible that Fly Gangwon may change the scheduled flight time subsequent to issuance of any passenger's Ticket. If passengers provide Fly Gangwon with his/her contact information, Fly Gangwon will endeavor to notify the passengers of any such changes of flight time. In case the notice on the changes of the flight time has not been reached to passenger due to the causes attributable to the passenger, including but not limited to providing incorrect contact information or not providing updated contact information, Fly Gangwon shall not be liable for any losses or damages arising out of such result. In case the flight time has changed after the purchase of the ticket, but the passenger does not accept it, and Fly Gangwon is unable to offer alternative flight to the passenger, a refund will be made in accordance with Paragraph C of 2.13.

1.7.2 Delays and Cancellations

- A. Fly Gangwon may, without notice, substitute alternate carrier or aircraft.
- B. Fly Gangwon may without notice, cancel, terminate, divert, postpone or delay any flight or the further right of carriage or reservation of traffic accommodations and determine if any departure or landing should be made, without any liability except to refund in accordance with these Conditions of Carriage the fare and charges for any unused portion of the ticket; While Fly Gangwon shall be liable for failure or delay of flights caused as a result of carrier's willful misconduct or negligence, as set forth in the applicable tariffs, regulations and Conditions of Carriage herein.
- 1) because of any fact beyond its control (including, but without limitation, meteorological conditions, natural disaster, unpredictable maintenance troubles, strikes, riots, civil commotion, embargoes, wars, hostilities, disturbances, or unsettled international conditions), actual, threatened or reported, or because if any delay, demand, condition, circumstances or requirement due, directly or indirectly, to such fact; or
 - 2) because of any fact not to be foreseen, anticipated or predicted; or
 - 3) because of laws, any government regulation, order, demand or requirement; or
 - 4) because of shortage of labor, fuel or facilities, or labor difficulties of Fly Gangwon or others.

Article 2. Passenger

2.1. Issuance of Ticket

- A. Fly Gangwon shall issue a ticket when passenger has paid the applicable fare and/or charges, or has complied with all conditions for credit arrangements established by Fly Gangwon.
- B. The rate of exchange that is notified by International Air Transportation Association (IATA) will be used to convert the fare or charge into the selling currency unless otherwise provided in applicable tariffs.
- C. Passengers should provide appropriate information for ticketing such as name, gender, address to Fly Gangwon.

2.2. Effectiveness of Ticket

- A. A ticket shall be valid for the named person only and non-transferable.
- B. Tickets will be honored as instructed or specified therein the Conditions of Carriage on the ticket.
- C. Booking class on the electronic coupon shall be the same as booking class in PNR (Passenger Name Record). If booking classes are different from each other, the passengers holding such a ticket can be denied boarding a flight or be allowed to board with charges.
- D. Fly Gangwon shall not be liable to a passenger or any other party for any damage caused as a result of improper or unauthorized use of a ticket, or false or incorrect information furnished by a passenger in ticket.
- E. The ticket issued at a fare which limits the carriage to a specific period shall be good for passage only during such specific period and on the specific portion(s) to which the fare applies.

2.3. Period of Ticket Validity

- A. Except as otherwise specified in fare regulation, the period of ticket validity shall be one(1) year from the commencement date of carriage, or if no portion of the ticket is used, from the issuance date of the ticket. When counting period, it does not include the date of ticket issuance.
- B. An expired ticket will not be accepted, and extension of ticket validity is not permitted.

2.4. Passenger Fares and Charges

- A. Passenger fares and charges shall be those shown in Fly Gangwon's tariffs.
- B. The applicable fares and charges shall be those in effect on the date of commencement of travel by the passenger.
- C. Where the fare or charge collected is not the applicable one, the difference, if any, shall be refunded to or additionally collected from the passenger, as the case may be.
- D. When collecting fares or charges, an amount less than 100 Korean Won shall not be counted. If fares or charges are discounted, discounted amount less than 100 Korean Won shall not be counted.

2.5. Free and Discounted Fares

- A. An infant accompanied by an adult in the same compartment shall be carried free of charge; provided that the infant does not occupy a seat.
- B. Notwithstanding Paragraph A above, an infant occupying a seat or any infant(s) in excess of one per accompanying adult shall be regarded as a child fare application.
- C. An individual passenger may apply for any discount from normal adult fare which Fly Gangwon operates for specific passengers. However, the passenger must prove that he/she is an eligible person for the discount before boarding. Any discount cannot be applied retroactively after boarding.

- D. A group of 10 or more passengers traveling together over the same segments on the same flight may negotiate fares and charges under the conditions separately stipulated by the Carrier according to segment, date, and time.

2.6. Fares for Passenger Occupying Two or More Seats

Where a passenger, due to bodily or other reasons, applies for reservations to use two or more seats at the same time, the applicable normal adult fare between the points which the passenger is to be transported shall be charged per each seat in excess of one.

2.7. Taxes, Fees and Charges etc.

- A. In addition to the applicable fare and/or charge, value-added tax shall be collected from the passenger in accordance with the applicable laws and regulations.
- B. Applicable taxes, fees and charges imposed by government or by airport authorities will be collected in addition to the published fares and charges. The service charges, fees and other collectible charges due to the changes in any circumstances imposed by Fly Gangwon will be also collected in addition to the published fares and charges.

2.8. Reservations and Advanced Seat Selections

- A. Request for reservation may be accepted by Fly Gangwon from 361 days prior to the scheduled date of the flight, and a reservation for space on a given flight shall be valid only when specified on confirmed basis in the ticket. The reserved space will be cancelled if the passenger fails to purchase a ticket by the time designated by Carrier.
- B. Fly Gangwon may, at its own discretion, cancel a part of the passenger's reservations without notice to the passenger or its agent if two or more seats are reserved for the passenger in the same reservation record and if:
- 1) multiple reservations have identical on-board segment as well as boarding date ;

- 2) it is reasonably considered that passenger cannot use all of the flights because the on-board segments are identical and each boarding date is within 7 days of the earliest departure date;
 - 3) it is reasonably considered that the passenger cannot use all of the reserved flights.
- C. The provisions in Paragraph A above shall not apply to a portion or a flight on which reservations are not required, and Fly Gangwon will accept carriage of passengers and baggage in the order in which the passenger presents his/her ticket for boarding procedures at the airport of departure.
- D. Group reservation of 10 or more persons is in principle received and processed on the request basis.
- E. Fly Gangwon may change prearranged seat without any notice under unavoidable circumstances such as flight cancellation, delay or change. Fly Gangwon does not guarantee allocation of any particular space in the aircraft.

2.9. Rerouting

- A. Upon passenger's request, Fly Gangwon or Agent may, subject to the availability of space, effect a change in the date, flight, portion or destination specified in an unused ticket in accordance with these Conditions of Carriage and the rules and regulations established thereunder; provided that such request must be made to Fly Gangwon or Agent prior to the scheduled departure time of the flight.
- B. In the event that by other reasons than request from the passenger Fly Gangwon cancels the flight, fails to provide the previously confirmed space of the passenger, omits a scheduled stop at the point of the passenger's departure, stopover or destination as specified in the ticket or fails to operate the flight according to schedule, Fly Gangwon will either;
- 1) Carry the passenger and baggage to the point of stopover or destination on another aircraft or other means of transportation on which space is available, without additional collection;
 - 2) Change the date of travel, flight or routing upon request from the passenger; or

- 3) Make refund for the fare and/or charge, if any, in accordance with the provisions in Paragraph C of 2.13 and other related rules and regulations.

2.10. Passenger's Arrival at Airport

2.10.1 Passenger without Completing Check-In

- A. Passenger must arrive at airport well in advance of the scheduled departure time of the flight on which a space has been confirmed and complete government formalities and Fly Gangwon's boarding procedures. Fly Gangwon reserves the right to refuse to carry a passenger who fails to complete the check-in procedures at least 20 minutes before the scheduled departure time of flight.
- B. In no case shall Fly Gangwon delay the departure time of the particular flight to wait for a passenger who fails to arrive in time to complete the procedures, and Carrier shall not be liable to the passenger except for a refund, if any, in accordance with the provisions in Paragraph B of 2.13.

2.10.2 Right to Refuse Carriage

- A. Fly Gangwon in its reasonable discretion may refuse to carry a passenger and his/her baggage, if it has notified the passenger that it would not at any time such notice carry such passenger on its flights.
- B. Fly Gangwon will refuse carriage or deplane en route passenger or his/her baggage, if one or more of the following have occurred or it reasonably believes may occur:
 - 1) The passenger has failed to observe the instructions or requirements by the government authorities concerned or Fly Gangwon with respect to safety or security;
 - 2) Such action is necessary in order to comply with any applicable government laws, regulations, or orders;
 - 3) The carriage of passenger or baggage may endanger or affect the safety, health, or materially affect the comfort of other passenger or crew;

- 4) At the time of check-in, issuance of boarding pass and any relevant process, if a passenger shows threatening, aggressive, abusive, insulting, and/or disruptive behavior;
 - 5) The mental or physical state of passenger, including the impairment from alcohol or drugs, presents a hazard or risk to himself/herself, to other passenger, to crew, or to property;
 - 6) If an accompanying animal other than service dog is suspected to disturb other passengers or cause harm by making loud noises (barking, etc.) continuously;
 - 7) The passenger has committed misconduct such as obstructing safe operation or causing discomfort or inconvenience to other passengers on a previous flight, and there is a possibility that such misconduct may be repeated;
 - 8) The passenger has refused to surrender his/her identification upon request by Fly Gangwon or its designated agent in order to check if he/she is the person named on his/her ticket, or he/she fails to identify by himself/herself;
 - 9) The passenger has refused to submit to a security check for his/her person or property;
 - 10) The passenger presents a ticket that has been acquired unlawfully, has been purchased from an entity other than Fly Gangwon or its authorized agent, or has been reported as being lost or stolen, or is a counterfeit;
- C. When flight is overbooked or maximum allowed load of aircraft is reduced due to Fly Gangwon's responsibility, Fly Gangwon may request or look for volunteers to be offloaded. Despite of Fly Gangwon's attempt to minimize the number of involuntary denied boarding passengers but if involuntary denied boarding is inevitable, Fly Gangwon may select the following passengers to be offloaded in sequence: airline staffs who are not directly relevant to flight operation, passengers who do not have confirmed tickets, passengers with confirmed tickets. Any disputes arising from this procedure may be settled according to the Consumer Dispute Resolution Standards of the Fair Trade Commission. However, unaccompanied minors, incapacitated persons,

pregnant women, passengers with illness or passengers who need special assistance are excluded from involuntary denied boarding list.

- D. Due to unforeseeable causes for which Fly Gangwon is not liable, when maximum allowed load of aircraft is reduced, Fly Gangwon may select passenger or baggage to be offloaded in order to meet the allowed load of aircraft. However, Fly Gangwon may select the following passengers to be offloaded in sequence: airline staffs who are not directly relevant to flight operation, passengers who do not have confirmed tickets, passengers with confirmed tickets. However, unaccompanied minors, incapacitated persons, pregnant women, passengers with illness or passengers who need special assistance are excluded from involuntary denied boarding list.
- E. Fly Gangwon will make refund for the unused portion(s) of ticket in accordance with the provisions in Paragraph C of 2.13 herein, for the passenger who is refused carriage or disembarked en route for one of the reasons in Subparagraphs 1) through 4) above.

2.10.3 Conditional Acceptance of Carriage

- A. Fly Gangwon will carry, subject to the applicable tariffs and the related regulations, a passenger whose status, age, or mental or physical condition may involve any hazard or risk to himself/herself, on the expressive condition that it will not be liable for any injury, illness or disability or any aggravation or consequences thereof, including death, caused by such status, age, or mental or physical condition.
- B. Passengers who are unaccompanied minors, incapacitated persons, pregnant women, passengers with illness or passengers who need special assistance, shall notify Fly Gangwon in advance and Fly Gangwon shall try its best to assist such passengers. However, due to any applicable laws, regulations or orders, aircraft facilities, and, etc., carriage of such passengers may be limited.
- C. The passenger with disabilities who has advised Fly Gangwon of the disability and any special requirements in advance and been accepted by Fly Gangwon, shall not subsequently be refused carriage on the basis of such disability or special requirements.

2.10.4 Conducts Aboard Aircraft

- A. If a passenger conducts himself/herself aboard the aircraft one of the following, Fly Gangwon may take such measures as it deems necessary to prevent continuation of such conduct, including restraint. Such passenger may be disembarked and refused onward carriage at any point, and may be prosecuted for offences committed on board the aircraft;
- 1) The passenger endangers the aircraft or any person or property on board;
 - 2) The passenger fails to comply with any instructions or requirements of the crew including but not limited to those with respect to smoking, alcohol, drug consumption or disruptive behavior;
 - 3) The passenger behaves in a manner which causes or is likely to cause discomfort, inconvenience, damage or injury to other passengers or the crew;
- B. The passenger shall be liable for any damages incurred as result of any of the conducts referred to in Subparagraph 1) above.

2.10.5 Electronic Devices

For safety reasons, Fly Gangwon may forbid or limit operation aboard the aircraft of electronic equipment, including, but not limited to, cellular phones, portable televisions, laptop computers, portable recorders, portable radios, CD players, electronic games or transmitting devices including radio controlled toys and walkie-talkies.

2.11. Unauthorized Passage

Any of the conducts enumerated hereunder shall be considered to constitute unauthorized passage and the passenger shall be charged twice the normal adult fare applicable to the portion of the involved passage;

- A. Where a passenger has been carried with an invalid or forged ticket, a ticket issued in the name of someone other than the passenger, or other passenger's lost ticket.
- B. Where a passenger has been carried at a special discounted fare by falsely representing himself as the eligible for a special fare established by Fly Gangwon.

2.12. Refunds

2.12.1 Refund for an unused ticket

- A. The application for refund shall be made within the period of ticket validity, and Fly Gangwon may refuse refund when refund request is made after expiry of the Ticket's validity period.
- B. The person requesting refund for unused ticket must declare his/her intention for the refund to Fly Gangwon's branches, sales offices or the travel agency where ticket has been purchased.
- C. Refund will be made to the person named on the ticket or any other person whom Fly Gangwon specially admits to be entitled to the refund. Refund of the ticket issued by a credit card or debit card will be made only to the commercial card account of the person to whom such card was issued.
- D. Refund made in accordance with this rule to a person representing himself as the person named or designated in the document presented for refund will be a valid refund and Fly Gangwon will not be liable to the true person for another refund.

2.12.2 Voluntary Refunds

The amount of voluntary refund shall be the full amount of fare paid by the passenger in the case of wholly unused ticket, after deducting any applicable refund service charge and no-show penalty as set forth in 2.14 per sector. In case of partially used ticket, portion which is unused, will be refunded after deducting any applicable refund service charge and no-show penalty per sector.

2.12.3 Involuntary Refunds

- A. Involuntary refunds will be made either when Fly Gangwon cancels the flight, fails to provide previously confirmed space, causes a passenger to miss connecting flight on which the passenger holds a reservation, delays or postpones the scheduled departure time of the flight or omits a scheduled stop as shown in the passenger's ticket. Fly Gangwon shall indemnify passenger for the loss caused by the reasons except as

specified in 1.8 and 2.11 in accordance with the Consumer Dispute Resolution standards of the Fair Trade Commission.

- B. The full amount of fare and/or charge paid by the passenger shall be refunded in case of entirely unused ticket.
- C. In the event that the flight is interrupted after commencement of travel at a point between the point of departure and the point of stopover or destination as specified in the passenger's ticket, the amount of fare and/or charges in effect on the date of flight cancellation between the cancellation point and the point of stopover or destination shall be refunded.

2.13. Reservation Cancellation by Passenger and No-show Penalty

- A. A passenger who wishes to cancel his/her confirmed seat must notify Fly Gangwon's branches or sales offices of the cancellation by the scheduled departure time of the flight.
- B. When a passenger does not notify Fly Gangwon of the cancellation by the scheduled departure time and fails to use his/her confirmed space, Fly Gangwon will collect a no-show penalty as separately stipulated by Fly Gangwon per sector.

Article 3. Baggage

3.1. Checked and Unchecked Baggage

Fly Gangwon will accept and carry baggage in accordance with the provisions of these Conditions of Carriage, when baggage is presented to airport office of Carrier together with a valid ticket.

3.2. Movement of Baggage

Checked baggage will be carried on the same flight as passenger; however, when such carriage is deemed impracticable because of the maximum permissible weight or for other reasons beyond the Carrier's control, baggage will be carried on any other flight in which the checked baggage can be loaded.

3.3. Inspection of Baggage

Fly Gangwon may inspect the contents of passenger's baggage in the presence of the passenger or a third party designated by the passenger, whenever he deems it necessary to do so for the purpose of security or any other reason.

3.4. Restricted Baggage

- A. Except as otherwise permitted by Fly Gangwon, the articles listed below shall not be accepted for the carriage as passenger's baggage.
- 1) Any articles the loading on aircraft or transferring of which is "prohibited" by laws or government orders or request;
 - 2) Any article which is likely to endanger or cause inconvenience to the aircraft, persons or property; or
 - 3) Any fragile or improperly packed article.

- B. Currency, banknotes, securities, stamps, jewelry, art works, curios, samples, documents or other high-valued articles shall not be accepted for carriage as checked baggage.

3.5. Free Baggage Allowance

- A. Passengers paying applicable adult fare shall be granted the free baggage allowance of 15 kg as checked baggage.
- B. Passenger paying applicable adult fare may carry one baggage suitable for placing in closed overhead rack or under passenger seat in the passenger's custody, with maximum three dimensions of not more than 115 cm and weight of not more than 10 kg. Baggage exceeding such maximum dimensions and/or weight will be carried as checked baggage.
- C. Children paying 75% or more of the applicable adult fare shall be granted free baggage allowance on the same basis as a passenger paying adult fare, plus one checked or carry-on fully collapsible stroller/push chair and one children's car seat.
- D. The provisions in 3.6 will not apply to the infant specified in Paragraph A of 2.5. One fully collapsible stroller/push chair and one infant's carrying basket or infant's car seat may be carried as carry-on or checked baggage.

3.6. Articles Carried in Cabin

- A. In addition to Paragraph B of 3.5, articles listed below may be carried in cabin when retained in the passenger's custody;
 - 1) A small handbag, purse or briefcase
 - 2) A reasonable amount of reading materials
 - 3) An overcoat, wrap or blanket
 - 4) Infant's food for consumption in flight
 - 5) A small camera and a pair of binoculars

- 6) A fully collapsible wheelchair, a pair of crutches, braces and the prosthetic devices for the physically handicapped passenger's use; provided that the passenger is fully dependent upon them.
 - 7) An umbrella or walking stick that is not sharp in the edge
 - 8) A laptop computer and a dedicated laptop bag
- B. Any other article than those listed above shall not be carried in cabin, unless otherwise permitted by the applicable laws, government orders or rules and regulations of Fly Gangwon.

3.7. Excess Baggage Charges

- A. Any weight of passenger's baggage in excess of the allowance weight limit as provided in 3.5 shall be charged excess baggage charges established by Fly Gangwon.
- B. When determining total weight of excess baggage, a weight of 0.5 kilogram or more shall be round up 1 kilogram, and a weight less than 0.5 kilogram shall not be counted.

3.8. Refund of Excess Baggage Charges

- A. When Fly Gangwon fails to fulfill all or part of the contract of carriage, or a passenger cancels his confirmed space before the departure time of the flight, the full amount of excess baggage charge paid will be refunded.
- B. When a passenger cancels his travel after the departure of flight, no excess baggage charge paid will be refunded.

3.9. Carriage of Special Animals

- A. In addition to passenger's free baggage allowance, a seeing-eye dogs accompanied by a blind passenger or a hearing dog accompanied by a deaf passenger may be carried in cabin free of charge, subject to the following conditions;
- 1) Such animal must not occupy a seat;
 - 2) Such animal must not cause discomfort, inconvenience or hazard to other passenger;
 - 3) Fly Gangwon shall not be liable for any damage caused by the death, wounding or illness of such animals, unless it is proved that the damage was caused by the willful misconduct or other wrongful act of Fly Gangwon; and
 - 4) The passenger accompanying such animal shall be liable for any damage to other passenger or property caused by the animal.
- B. Pets accompanied by a passenger will be carried on board, subject to the following conditions;
- 1) Pet(s) accepted for carriage shall be limited to such domestic animals as dogs, cats and household birds;
 - 2) The pet must be retained in a container at the time of delivery for carriage and during the flight; and
 - 3) When animal other than service dog is accepted as animal in cabin or checked-in animal, it should be equipped with container and shall not be included in the free baggage allowance of the passenger. The additional applicable rate shall be applied.

3.10. Excess Value Charges

In principle, Fly Gangwon shall not apply excess value charges. If a passenger wishes to declare excess value charges, his/her carriage may be refused.

3.11. Delivery of Checked Baggage

- A. Delivery of baggage shall be made only at the point of destination specified in the baggage (claim) tag. However, upon request from the bearer of baggage (claim) tag, Fly Gangwon may deliver checked baggage at the place of departure or at an intermediate stopping place, unless time and other circumstances don't permit.
- B. Fly Gangwon shall be under no obligation to ascertain whether the bearer of baggage (claim) tag is the person entitled to the delivery of such baggage, and shall not be liable for any damage caused to the passenger by Carrier's failure so to ascertain.
- C. At the time of baggage delivery by Fly Gangwon in accordance with the above provisions, acceptance of baggage by the bearer of the baggage(claim) tag without written complaint is presumptive evidence that the baggage has been delivered in good condition and in accordance with the contract of carriage.

3.12. Lost Baggage (Claim) Tag

In the event that a passenger has lost baggage(claim) tag, Fly Gangwon may deliver the baggage only on condition that such person establishes to Fly Gangwon's satisfaction his rights thereto and that such person shall furnish adequate security to indemnify Carrier and be liable for any damage incurred by Fly Gangwon as a result of such delivery.

3.13. Disposal of Undelivered Baggage

In the event that baggage is unclaimed within one week after its arrival at the destination, Fly Gangwon may dispose of the baggage as he considers appropriate. Fish or other perishables may be disposed of if unclaimed within 48 hours after its arrival at the destination.

Article 4. Liability

4.1. Liability of Carrier

- A. Fly Gangwon is liable for damage sustained in case of death or bodily injury of a passenger upon condition only that the accident which caused the death or injury took place on board the aircraft or in the course of any of the operations of embarking or disembarking.
- B. For damages arising under Paragraph A above not exceeding 128,821 SDRs for each passenger, Fly Gangwon shall not be able to exclude or limit its liability.
- C. Fly Gangwon shall not be liable for damages arising under Paragraph A above to the extent that they exceed for each passenger 128,821 SDRs if Fly Gangwon proves that;
 - 1) such damage was not due to the negligence or other wrongful act or omission of Fly Gangwon or its servants or agents; or
 - 2) such damage was solely due to the negligence or other wrongful act or omission of a third party.
- D. Fly Gangwon is liable for damage occasioned by delay in the carriage by air of passengers. Nevertheless, Fly Gangwon shall not be liable for damage occasioned by delay if it proves that it and its servants and agents took all measures that could reasonably be required to avoid the damage or that it was impossible for it or them to take such measures.
- E. Liability of Fly Gangwon for delay of passenger shall not exceed the limitation set forth in Korean Commercial Act (1,288 SDRs for each passenger)
- F. Fly Gangwon is liable for damage sustained in case of destruction or loss of, or of damage to, checked baggage upon condition only that the event which caused the destruction, loss or damage took place on board the aircraft or during any period within which the checked baggage was in the charge of Fly Gangwon. However, Fly Gangwon is not liable if and to the extent that the damage resulted from the inherent defect, quality or vice of the baggage.

- G. In the case of unchecked baggage, including personal items, Fly Gangwon is liable if the damage resulted from its fault or that of its servants or agents. Assistance rendered to the passenger by Fly Gangwon's employees in loading, unloading or transshipping unchecked baggage shall be considered as gratuitous service to the passenger.
- H. Fly Gangwon is liable for damage occasioned by delay in the carriage by air of baggage. Nevertheless, Fly Gangwon shall not be liable for damage occasioned by delay if it proves that it and its servants and agents took all measures that could reasonably be required to avoid the damage or that it was impossible for it or them to take such measures.
- I. Fly Gangwon is not liable for damage to a passenger's baggage caused by property contained in the passenger's baggage. Any passenger whose property caused damage to another passenger's baggage or the property of Fly Gangwon shall indemnify Fly Gangwon for all losses and expenses incurred by Fly Gangwon as a result thereof.
- J. In the carriage of baggage, the liability of Fly Gangwon in the case of destruction, loss, damage or delay arising under Paragraph F through H above shall not exceed the limitation set forth in Korean Commercial Act (1,288 SDRs for each passenger), and depreciation is applied.
- K. The foregoing provisions of Paragraph E and J above shall not apply if it is proved that the damage resulted from an act or omission of Fly Gangwon, its servants or agents, done with intent to cause damage or recklessly and with knowledge that damage would probably result.
- L. Fly Gangwon is not liable for any damage directly and indirectly arising out of compliance with laws or with government regulations, orders or requirements, or from failure of the passenger to comply with the same, or out of any cause beyond Fly Gangwon's control.
- M. Where Fly Gangwon is found liable for any damage under the above provisions, the place of any payment shall be the Republic of Korea.
- N. If Fly Gangwon proves that the damage, including, but not limited to, set out in Paragraph B above, was caused or contributed to by the negligence or other wrongful

act or omission of the person claiming compensation who is entitled to compensate, Fly Gangwon shall be wholly or partly exonerated from its liability to the claimant to the extent that such negligence or wrongful act or omission caused or contributed to the damage.

- O. Conversion of SDR shall, in case of judicial proceedings, be made according to the exchange rate applicable on the date of final judgement by the court, or, in case of other than judicial proceedings, according to the exchange rate applicable on the date when damages to be paid is agreed upon.

4.2. Time Limitations on Claims with Respect to Baggage

- A. When a passenger has found a partial loss of or damage to checked baggage, he or she shall dispatch a notice on such outline in writing or in an electronic document to Fly Gangwon immediately after receipt. Provided that if such partial loss or damage is a thing that cannot be found immediately, he or she shall dispatch such notice within seven days from the date of receipt.
- B. In the case of delay, the complaint must be made at the latest within twenty-one days from the date on which the baggage has been placed at his or her disposal.
- C. If there is no such notice of Paragraph A or complaint of Paragraph B, it is presumed that the checked baggage has been delivered to a passenger without loss or damage.
- D. If no notice or complaint is made within the times aforesaid, no action shall lie against Fly Gangwon.

4.3. Passenger's Liability to Carrier

Any passenger who caused damage to Fly Gangwon by his negligence or willful misconduct, or by his failure to comply with these Conditions of Carriage and the rules and regulations established thereunder, shall be liable to Fly Gangwon for such damage.

4.4. Time Limitation on Actions

All claims or rights to damages against Fly Gangwon shall be extinguished unless an action is brought within a period of 2 years reckoned from the date of arrival at the destination, or from the date on which the aircraft ought to have arrived, or from the date on which the carriage stopped.

4.5. Original Copies of Conditions of Carriage

The original copies of Fly Gangwon's Conditions of Carriage for Domestic Passenger and Baggage shall be those published in Korean.

4.6. Headings

Headings of each Article in these Conditions of Carriage are for the purpose of reference only and shall not constitute a part of these Conditions of Carriage.