

# GENERAL TERMS AND CONDITIONS FOR CARRIAGE OF PASSENGERS & BAGGAGE OF SPRING

## AIRLINES CO., LTD.

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### Chapter I General Provisions

#### Article 1 General

In order for Spring Airlines Co., Ltd. (hereafter referred to as "Spring Airlines") to establish and maintain the normal order of passengers and baggage during domestic, international and regional carriage, improve its transportation management, protect the legitimate interests of passengers, Spring Airlines and other stakeholders, the General Terms and Conditions for Carriage of Passengers and Baggage (hereafter referred to as "these Terms") have been developed according to relevant laws, regulations, rules and normative documents.

#### Article 2 Scope of Application

2.1 These Terms apply to the domestic, international and regional carriage by air through which Spring Airlines transports passengers, baggage with aircrafts and charges fees for providing such services. For free and special fare carriage, the corresponding special fare rules shall apply; only when there is no such special fare rule or no provision for special fare, part or all of these Terms shall apply. These Terms apply mainly to domestic carriage. Where no distinction has been made, relevant rules shall apply to international carriage.

##### 2.2 Chartered Carriage

Regarding the carriage operated in accordance with Spring Airlines' chartering agreements, these Terms are only applicable to the circumstances where they are quoted in chartering agreements or the terms of chartering tickets.

##### 2.3 Code Sharing Carriage

Subject to the agreements on code sharing between Spring Airlines and other carriers, these Terms only apply to the code sharing flights actually run by Spring Airlines.

##### 2.4 Precedence of Fare Rules

If these Terms conflict with the fare rules of Spring Airlines, the fare rules take precedence over these Terms.

#### Article 3 Definition of Terms

3.1 Domestic Carriage by Air or Domestic Carriage: Refers to carriage by air where the place of departure, scheduled stop and place of destination are all within the People's Republic of China according to the passenger carriage contract.

3.2 "Conventions" refer to the following applicable documents:

*The Convention for the Unification of Certain Rules Relating to International Carriage by Air* (hereafter referred to as "The Warsaw Convention") signed in Warsaw on October 12th, 1929.

*The Protocol to Amend the Convention for the Unification of Certain Rules Relating to International Carriage by Air Signed at Warsaw on 12 October 1929* (hereafter referred to as "The Hague Protocol") signed in Hague on September 28th, 1955.

*The Convention for the Unification of Certain Rules for International Carriage by Air* (hereafter referred to as "The Montreal Convention") signed in Montreal on May 28th, 1999.

3.3 International Carriage by Air or International Carriage: Unless otherwise specified by the Conventions, "International Carriage by Air" refers to carriage where any of the place of departure, place of destination or scheduled stop is not within the People's Republic of China per carriage contract whether or not there's interruption or transfer during the carriage.

- 3.4 Regional Carriage by Air: Refers to the air transport to and from the following special places in China, including Hong Kong Special Administrative Region, Macao Special Administrative Region and Taiwan region per carriage contract. Unless otherwise agreed, rules for international carriage also apply to regional carriage.
- 3.5 Carrier: Refers to public air transport enterprises that use civil aircrafts to engage in the carriage of passengers and baggage.
- 3.6 Contracting Carrier: Refers to the carrier who signs the air transport contract with passengers by its enterprise ticket and ticket number.
- 3.7 Actual Carrier: Refers to the carrier that actually provides air transport and other services attached. When a bilateral agreement exists, for example, a code sharing agreement, the actual carrier may not be the contracting carrier.
- 3.8 Spring Airlines: Refers to Spring Airlines Company Limited (or the company), a Shanghai-based carrier that is established and operated under the laws of the People's Republic of China. Its English name is Spring Airlines Company Limited, or Spring Airlines for short. The two-letter and three-letter codes are 9C and CQH, respectively; the IATA code is 089; and the websites are www.ch.com and m.ch.com.
- 3.9 Spring Airlines' Air Transport Rules: Other rules on transport management of passengers and their baggage that are developed and published by Spring Airlines and valid as of the day the passenger tickets are issued, including but not limited to applicable ticket price and conditions for application.
- 3.10 Airlines Sales Agent (hereafter referred to as "Sales Agent"): Refers to an enterprise established in accordance with the laws of the People's Republic of China that has signed a sales agency agreement with Spring Airlines and acts as an agent for Spring Airlines to engage in the public air transport sales business as provided in the agreement.
- 3.11 Ground Handling Agent: Refers to an enterprise established in accordance with the laws of the People's Republic of China that has signed a ground handling agreement with Spring Airlines and acts as an agent for Spring Airlines to engage in the public air transport ground handling business at airports within or outside the People's Republic of China as provided in the agreement.
- 3.12 Passenger: Refers to anyone Spring Airlines allows him/her to take on its plane besides the flight crew.
- 3.13 Group Passenger: Refers to a passenger who is a member of a group of people sharing the same route, date of flight, flight and cabin class, paying a group ticket fare **and generally occupying G, G1 and G2 cabins.**
- 3.14 Child Passenger: Refers to anyone who is at the age of 2 or more but under the age of 12 as of the day when the carriage begins.
- 3.15 Infant Passenger: Refers to anyone who is 14 days or older but under the age of 2 as of the day when the carriage begins.
- 3.16 Seat Reservation: Refers to reservation for seats, cabin classes or baggage weight and volume booked by passengers.
- 3.17 Booking Class: Refers to class that is determined by passenger type, ticket discount, available services, and change/refund policies, and defined using a capital letter from A-Z, or a number from 0-9 or their combination (e.g. M or P1).
- 3.18 Main Class: Equivalent to booking class.
- 3.19 Sub-class: Used to define differences within a Main Class. The passenger services and change/refund policies are the same, regardless of the Sub-class. The Sub-class is defined by the last letter in the class code (if there is only one letter, there is no Sub-class). For example, if the booking class is MA, the Sub-class is A, and the passenger services/change and refund policies for class M apply.
- 3.20 Flight: Refers to flight operated according to scheduled air route, date and time by aircraft.
- 3.21 Passenger's Reservation Sheet: Refers to the business document that passengers need to fill out when they purchase tickets at the Spring Airlines ticket office to handle their reservation.

3.22 Valid Identity Document: Refers to the identity certificate that passengers need to present while they are purchasing their tickets and checking in per the request of government authorities. Such documents include the following types:

3.22.1 Chinese resident ID card: Resident ID card and temporary resident ID card in Chinese mainland (including temporary boarding passes).

3.22.2 Military certificates: Officer certificate, civilian cadre certificate, armed police officer certificate, armed police soldier certificate, compulsory soldier certificate, non-commissioned officer certificate, civilian personnel certificate, and employee certificate.

3.22.3 Passport documents: Passport (including travel certificate), Mainland Travel Permit for Hong Kong and Macao Residents, Mainland Travel Permit for Taiwan Residents, Exit-Entry Permit for Travelling to and from Hong Kong and Macao, Taiwan Travel Permit for Mainland Residents (only applicable for flights of Hong Kong, Macao and Taiwan), Permanent Entry and Exit Permit for Foreigners (for international flights, it needs to be used in conjunction with the passport of the holder), diplomatic personnel certificate issued by the Ministry of Foreign Affairs, seafarer certificate, and other valid boarding identity documents as stipulated by the CAAC.

3.22.4 Valid identity documents of Chinese mainland residents under 16, including birth certificates, household register, student card or identity certificate issued by the public security department where the residence is registered.

3.23 Passenger Ticket: A kind of transport document.

3.24 Electronic Ticket: Refer to the valid transport document in electronic form that is sold by a carrier or its authorized sales agents and entitles passengers the right to travel.

3.25 Air Transport E-Ticket Itinerary: Refers to the payment voucher or reimbursement voucher issued by a carrier and its authorized sales agents while passengers are booking their electronic tickets. It also serves as a reminder of passenger's itinerary.

3.26 Connecting Flight: Refers to two or more flights listed in a single carriage contract, excluding return flights.

3.27 Return Flight: Refers to passenger tickets that take passengers from one place to another and back to the place of departure via the original route.

3.28 Regular Fare: Refers to the highest fare for economy class published by the carrier that is applicable to regular adult passenger, usually referred to as a full fare ticket. It is subject to the rules at the time when any change has been made to the price control method.

3.29 Special Fare: Refers to fare other than regular fare that comes with certain restrictions for use.

3.30 Overbooking: Refers to the circumstance where the number of seats booked for any flight is more than the number of seats actually allowed to be sold, in order to avoid spare seats.

3.31 No-show: Refers to the circumstance where passengers fail to check in by the time specified or fail to board the plane because their identity documents are not in compliance with relevant rules.

3.32 Missing Flight: Refers to the circumstance where a passenger fails to catch the flight specified on their passenger ticket after checking in or at any scheduled stopover.

3.33 Taking Wrong Flight: Refers to the circumstance where the flight taken by a passenger is not the flight specified on their passenger ticket.

3.34 Baggage: Refers to any necessary or proper items and other personal belongings that passengers take with them to wear, use, or for comfort or convenience, including passengers' checked and unchecked baggage.

3.35 Checked Baggage: Refers to the baggage that's been issued a baggage ticket and handed over by the passenger to the carrier to tend and transport.

3.36 Unchecked Baggage: Refers to baggage and carry-on items that passengers take into the cabin and look after by themselves with the carrier's consent, within the specified variety, quantity, weight and volume.

- 3.37 Baggage Ticket: Refers to the part in the passenger ticket that's related to passenger's checked baggage, which can be used as a baggage transport certificate.
- 3.38 Baggage Tag: Refers to the identification tag with number, airport of departure, and airport of destination indicated on it and tied to or stuck to corresponding checked baggage.
- 3.39 Time of Departure: Refers to the time when the aircraft door is closed after passengers board the flight.
- 3.40 Cut-Off Time for Check-In: Refers to the latest time that the airline company specifies when passengers should finish all of their check-in formalities and collect their boarding passes.
- 3.41 Scheduled Stop: Refers to the place of stop that's listed on the passenger's route besides the place of departure and place of destination.
- 3.42 Stopover: Refers to the stop at a certain place during the journey purposely scheduled by the passenger under the carrier's prior consent when he or she is travelling from the place of departure to the place of destination.
- 3.43 Transfer: Refers to the circumstance where passengers transfer to another flight run by the same carrier or other carrier in the middle of their journey while they are travelling from the place of departure to the place of destination.
- 3.44 Force Majeure: Refers to unforeseeable, inevitable and uncontrollable circumstances.
- 3.45 Passenger Ticket Change: Refers to the reschedule of tickets, change of cabin class and other circumstances.
- 3.46 Voluntary Refund: Refers to a refund requested by the passenger for his or her own reasons.
- 3.47 Involuntary Refund: Refers to the circumstances where the passenger requests to refund due to cancellation, delay, advance of flight, change of route, change of cabin class, or the carrier's inability to run the original flight.
- 3.48 Voluntary Passenger Ticket Change or Voluntary Change: Refers to the change of ticket requested by the passenger for his or her own reasons.
- 3.49 Involuntary Passenger Ticket Change: Refers to the circumstances where the passenger requests to change the ticket due to cancellation, delay, advance of flight, change of route, change of cabin class, or the carrier's inability to run the original flight.
- 3.50 Change Fee: Refers to the fee charged by Spring Airlines according to the ticket rules for passengers requesting to change their original travel plan, including flight, date, etc.
- 3.51 Fare Difference: Refers to the difference between the original fare and the new one when a passenger requests a voluntary change from low fare to high.
- 3.52 Refund Fee: Refers to the fee charged by Spring Airlines according to the ticket rules for passengers requesting to cancel their original travel plan.
- 3.53 Carrier's Reasons: Refers to the reasons that are attributable to the carrier, such as improper maintenance by air crew, improper flight arrangement, business or crew negligence, etc. However, unforeseeable, uncontrollable or unavoidable events are not deemed as the carrier's reasons, including sudden aircraft malfunction due to unexpected circumstances such as bird strikes, sudden changes in flights due to military activities or government orders, and service suspension due to reasons of a third party such as embargoes, air traffic control, airports, fuel supply or information systems. Any act or omission out of act of rescue or humanitarian reasons that may harm passengers shall not be deemed as the carrier's reasons as well. Unless otherwise stated, the carrier's reasons mentioned herein refer to Spring Airlines' reasons.
- 3.54 Non-Carrier's Reasons: Refers to other reasons not related to the carrier, including weather, emergencies, air traffic control, security, passengers and other factors.
- 3.55 Code Sharing Flight: Refers to a flight in which one or more airlines have agreed to use their respective codes on the flights of another airline.
- 3.56 Special Drawing Rights: Refers to the special drawing rights specified by the International Monetary Fund.

3.57 Freight Rates: Refers to the fares, fees and associated carriage conditions published by the airline. If necessary, approval from the authorities shall be obtained.

3.58 "Preferential Class" and "Preferred Class" and "SpringPlus Class": Refers to Spring Airlines' ticket products.

3.59 Spring Airlines' Direct Sales Channels: Including its direct ticket offices, customer service hotline 95524, and official online channels (official website, mobile website, mobile client APP, WeChat official account, mini-program).

3.60 Flight delay: Refers to the situation where the actual arrival and on-block time of a flight is more than 15 minutes later than the scheduled arrival time.

3.61 Flight departure delay: Refers to the situation where the actual departure and off-block time of a flight is more than 15 minutes later than the scheduled departure time.

3.62 Holding a Ticket: Refers to the circumstance where a contract of carriage by air is established in accordance with the provisions of the law or the agreement between both parties.

3.63 Conditions of Use for Passenger Ticket: Refer to the fare rules applicable to the specified seat class code or fare type.

## **Chapter II Special Conditions of Carriage**

### **Article 4 Restriction on Carriage**

4.1 Passengers who need special care and can only be transported under certain conditions due to their physical or mental conditions, including unaccompanied minors, infants, sick and disabled passengers, pregnant women, the blind, deaf-mute, criminals or suspects and so forth. Only when Spring Airlines' air transport rules are met can such passengers be transported under Spring Airlines' prior consent and special arrangement as occasion requires. The above relevant carriage provisions and terms are stipulated in the Instructions on Carriage of Special Passengers separately formulated by Spring Airlines and are regarded as part of these Terms. If the contents of the abovementioned provisions are inconsistent with these Terms, the separately formulated Instructions shall take precedence over these Terms.

#### 4.2 Conditions of Carriage for children and infants

4.2.1 Children and infants under 5 must be accompanied by adults over 18 with full capacity for civil conduct.

4.2.2 Children aged at 5-12 who fly alone must apply with Spring Airlines for the flight procedures for unaccompanied children, and can only purchase tickets and take the plane with the consent of Spring Airlines.

4.2.3 Spring Airlines does not carry infants less than 14 days old or premature infants less than 90 days old.

4.2.4 The above age is calculated by the date of flight.

4.3 Number of Restricted Passengers: For safety concerns, Spring Airlines sets a limit on the number of passengers for every flight based on aircraft model. The upper limit for the number of restricted passengers on Airbus A320/A321 is 5.

### **Article 5 Refusal of Carriage**

Spring Airlines may refuse to transport for safety concerns or based on reasonable judgment in any of the following circumstances:

5.1 Passengers who are prohibited from being transported according to the relevant national regulations.

5.2 Passengers who refuse to go through security check.

5.3 Passengers who fail to present a valid travel document or whose travel document presented at check-in is inconsistent with that used for ticket purchasing.

5.4 The passengers' behavior, age, mental or physical condition is not suitable for air travel, including:

(a) Passengers who are not conscious or unable to restrain themselves due to physical discomfort during check-in;

(b) Passengers who are intoxicated with alcohol, narcotics, or drugs resulting in a loss of self-control that clearly brings displeasure or disgust to other passengers during air travel;

(c) **Psychiatric patients or intermittent psychiatric patients during the course of the illness;**

(d) Passengers who are not fit for the flight due to injury or illness according to the judgment of the airport medical institution or ground handling personnel;

(e) Pregnant women whose gestational weeks cannot be confirmed or who are judged unfit to fly by the check-in agent;

(f) Infants less than 14 days old and preterm infants less than 90 days old, as well as the guardians who travels with the infants;

**5.5 Passengers holding invalid tickets.**

**5.6** All the losses caused by the delay of the travel by the passengers who request to carry the articles prohibited from carriage as stipulated by the state (articles restricted from carriage as stipulated by the state, dangerous articles, abnormal articles and other articles that easily stain the aircraft) after the persuasion shall be borne by the passengers themselves.

**5.6** Controlled Knives: Military and police weapons and implements transported without the approval of the public security organs or the consent of the carrier. The passenger shall be responsible for all the losses caused by the delay in travel and shall be held legally liable.

**5.8** Off-odor Articles/Corrupt Articles: **If the passenger takes out the relevant articles, the subsequent procedures can be handled normally; if the passenger refuses to do so, he/she shall be responsible for all the losses caused thereby.**

**5.9** **The single-piece weight of the baggage of a passenger exceeds the standard weight stipulated by the state or the local regulations of the overseas (including regional) airport terminal: It is recommended that the passenger split the baggage into multiple pieces for check-in. If the passenger refuses to do so, he/she shall be responsible for all the losses caused thereby.**

**5.10** Passengers who refuse to pay for excess baggage: The passenger shall be responsible for all the losses caused thereby.

**5.11** Baggage that has not gone through security check.

**5.12** Passengers in violation of agreement: Any passenger who has not paid the applicable fare, charges and taxes or has not accepted the payment by credit with the company or the carrier concerned shall make up the insufficient fare or taxes.

**5.13** Passengers who do not meet the requirements for exit seats, and passengers who require assistance to quickly move to the exit in emergencies: The company may disallow or refuse to continue the carriage of such passenger who does not comply with the notification requirements indicated in the company's procedures, provided that the company has established procedures for the speedy transfer of such passenger to the exit under the help of other personnel in the event of emergencies, including reasonable notification requirements, or the passenger cannot be transported according to the procedures.

**5.14** Other circumstances stipulated by the state.

**5.15** In addition to the preceding paragraphs, the company has the right to refuse to transport passengers whose behavior may endanger flight safety or public order or who have committed any act during the course of air transport that may endanger the safety of the aircraft or passengers on board and we have reason to believe that such a situation is still likely to recur.

**5.16** **Passengers need to be aware of the possible risks and liabilities associated with sudden illnesses during flight, including the costs incurred by the airline to save them by diversion. Spring Airlines has the right to**

**pursue the legal liability of any passenger who knows that he/she is unfit to travel by air or that his/her physical or mental condition requires special care but still violates the agreement of these Terms by concealing, deceiving or misleading and has successfully bought a ticket and taken the plane.**

#### **Article 6** Arrangements for rejected passengers

Spring Airlines will arrange the rejected passengers according to the following rules:

6.1 Tickets of passengers who fall under the circumstance described in Paragraph 5.4, Article 5 hereof will be handled as involuntary refund described in these Terms.

6.2 Unless otherwise stipulated by the state, tickets of passengers who fall under the circumstance described in other paragraphs of Article 5 hereof will be handled as voluntary change or refund described in these Terms.

6.3 Unless otherwise stipulated by the state, the carrier shall promptly provide written explanation to the passenger who has purchased the ticket but is refused due to the reasons described in Article 5 hereof.

### **Chapter III Passenger Tickets**

#### **Article 7** General Provisions

7.1 Passenger tickets are the preliminary evidence for the formation of carriage contract between Spring Airlines and the passenger specified on the passenger tickets. Passenger tickets are automatically generated and stored as electronic records in Spring Airlines' computer system. When an air transport contract is fulfilled, the respective responsibilities and rights of Spring Airlines and the passenger shall only apply to situations agreed in the single air transport contract.

7.2 After the passenger provides the information needed and is accepted by Spring Airlines, the reservation is established; once the payment is made, Spring Airlines' computer system will record the information and generate an electronic record, and the carriage contract takes effective. Unless there is evidence to the contrary, the aforesaid carriage contract shall come into force at the time when the passenger ticket is issued.

7.3 Passenger ticket is nominative. Only the passenger named on the ticket has the right to request for carriage service.

7.4 Passenger tickets are non-transferrable, unless otherwise stipulated by Spring Airlines.

7.5 Passengers may apply for the issuance of itinerary as reimbursement voucher and as evidence of the passenger ticket.

#### **7.6** Requirements for Using Passenger Tickets

7.6.1 Passenger holding an electronic ticket may not be checked in unless he or she shows the same valid ID used at the time of booking.

7.6.2 Connecting tickets must be used in order starting from the place of departure per the route listed on the passenger ticket.

7.6.3 Passengers must use the tickets in line with the flight information listed on the ticket, and abide by the check-in procedures, boarding procedures and on-board behavior requirements.

7.7 Spring Airlines has separately formulated the **Terms of Using Passenger Tickets**, which are regarded as part of these Terms. If the contents of the abovementioned provisions are inconsistent with these Terms, the former shall take precedence over the latter.

#### **Article 8** Ticket Validity

8.1 The passenger ticket shall be valid for one year from the date of actual departure; all the unused tickets are valid for one year from the date of issuance. The validity period of a changed ticket shall be calculated according to the date of original issuance or the actual date of departure.

8.2 Ticket validity starts as of the day the journey begins or zero o'clock the day after the passenger tickets are issued to zero o'clock the day after the expiration date.

#### **Article 9** Loss of E-ticket Itinerary

##### 9.1 Loss of Itinerary

9.1.1 In the event that the e-ticket itinerary is lost or damaged, the passenger who needs to apply for a refund should report the loss to Spring Airlines in writing.

9.1.2 Passengers need to present their valid IDs when reporting their loss; if the applicant is not the passenger himself or herself, valid IDs of both the passenger and the applicant, other materials and certificates required by Spring Airlines as well as a written application must be presented.

9.1.3 In the event that the passenger lost the itinerary, and the printed itinerary was lost due to the passenger's reason, it can't be re-printed according to the Administrative Measures for Airline E-ticket Itinerary. If the passenger loses the e-ticket itinerary, he or she does not have to re-purchase the ticket and may complete his or her journey with a valid ID.

9.1.4 Passengers shall contact Spring Airlines again for a refund and pay the corresponding refund fee within 7 working days to 3 months after submitting the refund application.

##### 9.2 Termination of Ticket Loss

9.2.1 Any passenger who finds the original copy of his or her itinerary within the period of validity after reporting his or her loss and having not refunded may go to Spring Airlines' ticket office or contact its customer service for termination of ticket loss and handle the refund procedure after returning the itinerary.

### **Chapter IV Ticket Price & Taxes**

#### **Article 10** Applicability of Ticket Price

##### 10.1 Ticket Price

10.1.1 Refers to the price of air transport for a passenger from the airport of departure to the airport of destination, excluding the cost of ground transport services within the airport area, between terminals, between airports or between airports and urban areas, and excluding other taxes and fees such as the Civil Aviation Development Fund, fuel surcharges and other taxes and fees.

10.1.2 Ticket price is the applicable price on the day any passenger purchases his or her ticket. After the ticket is sold, the fare shall not be changed even if the ticket price has been adjusted.

10.1.3 Special fare ticket holders should follow various conditions that come with such special fare.

##### 10.2 Taxes and Fees

10.2.1 Taxes and fees charged by the government or relevant authorities as well as fees that the airport operator or carrier charges upon approval of the government or relevant authorities are not included in passenger ticket price. Such taxes or fees shall be paid by passengers.

10.2.2 Fuel surcharges and the Civil Aviation Development Fund are published and charged by the carrier in accordance with national regulations.

10.2.3 Spring Airlines will inform passengers of the taxes and fees included in the ticket price while they are purchasing tickets. Taxes and fees will be generally collected according to the taxes and fees released at the time of ticket purchasing and, unless otherwise required, taxes and fees collected will remain unchanged after the sale of the passenger ticket in the event of adjustments to taxes and fees.

#### **Article 11** Special Fare

11.1 Disabled Veterans, the People's Police Officers and Fire Rescue Personnel

11.1.1 Disabled veterans and the people's police officers who are disabled while on duty and disabled fire and rescue members may purchase tickets at 50% of the regular adult fare for the same domestic flight of Spring Airlines by showing their Disabled Veteran's Certificate of the People's Republic of China and Disabled Police Certificate of the People's Republic of China and Certificate of Disabled Members of National Fire and Rescue Force respectively. **The ticket price is calculated in units of RMB 10 yuan, and the amount below RMB 10 will be rounded off.**

11.1.2 Disabled veterans, people's police officers, and fire fighters are allowed to purchase the passenger tickets at other fares, but they shall comply with corresponding use conditions.

## 11.2 Children Fare

11.2.1 The fare for children on domestic flights carried by Spring Airlines will be 50% of the adult fare if the adult fare is equal to or higher than 50% of the regular fare; **the ticket price is calculated in units of RMB 10 yuan, and the amount below RMB 10 will be rounded off.** If the adult fare is less than 50% of the regular fare, the children fare can be kept in line with the adult fare and there will be a seat for the children.

11.2.2 Children are charged 75% of the adult fare on international and regional flights carried by Spring Airlines, with seats provided; **the ticket price is calculated in units of RMB 10 yuan, and the amount below RMB 10 will be rounded off.**

## 11.3 Infant Fare

11.3.1 The fare for infants on domestic flights carried by Spring Airlines is charged at 10% of the regular adult fare, and there's no separate seat for infants; **the ticket price is calculated in units of RMB 10 yuan, and the amount below RMB 10 will be rounded off.**

11.3.2 The fare for infants on the international and regional flights carried by Spring Airlines shall be charged according to the applicable rate published by Spring Airlines, and seats will not be provided.

11.3.3 You may purchase a child ticket if your infant needs a separate seat. Each adult passenger may not carry more than two infants and is allowed to take one baby for free and the extra infants will be charged children fare.

## 11.4 Fare for Passengers Using Stretcher/Oxygen

The fare for passenger using stretcher/oxygen: The price is comprised of two parts, the ticket fare and the surcharge for stretcher/oxygen cylinder. Stretcher passengers are not charged for the use of stretchers, while for use of oxygen, passengers are charged according to the number of oxygen cylinders used:

(1) Ticket fare: Refer to the regular adult fare in economy class; special fares or discounts (except for children) are inapplicable.

(2) Surcharge for stretcher/oxygen use: For the segment(s) where a stretcher is used, the passenger has to pay for the seats occupied by the stretcher, at 100% of the regular adult fare in economy class; for a passenger using oxygen, he or she shall pay a surcharge based on the number of oxygen cylinders used.

(3) For companions of the passengers using stretcher/oxygen, separate tickets shall be purchased at class fares published for sale.

11.5 For passengers who purchase tickets with special offers provided through Spring Airlines' direct sales channels, the applicable conditions shall be subject to the rules published by Spring Airlines.

11.6 Group fare ticket holders should follow Spring Airlines' special rules.

11.7 Special fare tickets may come with conditions that restrict or waive passengers' right to endorse, change or return their tickets. Passengers are encouraged to choose fare that suits their needs.

## **Article 12** Payment of Ticket Fare

12.1 Passenger should pay for his or her ticket in the currency and mode required by the state. Unless the passenger has reached any agreement with Spring Airlines, all ticket fares should be paid in cash.

12.2 Under the circumstance where the fare collected is inconsistent with the applicable fare or where there's mistake in the calculation, relevant passenger should make up the shortage or Spring Airlines should return the overcharge to the passenger in accordance with Spring Airlines' air transport rules.

12.3 Generally speaking, the fare, taxes and fees should be paid in the currency of the place where the tickets are issued.

12.4 Spring Airlines may decide to accept other currencies by itself for reasons such as the currency of the place where the tickets are issued can't be exchanged. Under the circumstance that passengers try to pay for the tickets with currency other than the published currency, they should first convert the price with exchange rate established by the carrier.

12.5 Spring Airlines shall not be liable for any fraud or other losses suffered under the conditions that the tickets are not purchased from Spring Airlines' direct sales channels or authorized agents.

## **Chapter V Seat Reservation and Ticket Purchasing**

### **Article 13** Seat Reservation

13.1 Spring Airlines should provide seats according to the ticket products that the passengers booked.

13.2 Where some ticket products or cabins contain rules that restrict or deny passengers' right to change or cancel their seat reservations, any change or cancellation of seat reservation made by passengers should be in accordance with such rules. Please refer to relevant fare rules for specific conditions on ticket price.

13.3 Passengers who plan to take flights carried by Spring Airlines shall book seats with Spring Airlines or its sales agents. Only when the passenger submits relevant information and certificates in accordance with the procedures specified by Spring Airlines, the request for taking a specific flight are accepted by Spring Airlines, and the ticket fare is paid within the time limit, can the seat be considered to have been reserved.

#### 13.4 Personal Information

13.4.1 Passengers must provide accurate and complete personal information (such as valid identity information, **Email**, and phone number) to Spring Airlines for seat reservation and service arrangements. The personal information is used for booking seats, purchasing tickets and arranging related carriage services. Meanwhile, passengers authorize Spring Airlines to keep their personal information and provide such information to government departments or partners required for Spring Airlines to complete carriage or other services, including airports, other relevant carriers or providers of relevant services.

13.4.2 The authenticity and validity of a passenger's personal information shall fall under the responsibility of the passenger himself/herself, and he/she shall bear all consequences arising from the inaccuracy of the data provided by him/her.

13.4.3 If a passenger refuses to provide necessary personal information, Spring Airlines has the right not to accept the seat booking and ticket purchase order.

13.5 Spring Airlines may specify the time limit for seat reservation based on its actual operation and may temporarily stop accepting reservation for any flight if necessary.

13.6 Spring Airlines shall have the right to make priority arrangements for VIP passengers, emergency rescue passengers and passengers recognized by Spring Airlines who need priority arrangement.

13.7 Group passengers should pay for their tickets within the specified or previously agreed time limit after making their seat reservations; otherwise Spring Airlines won't reserve the seats for them.

13.8 Airline and its sales agents have the responsibility to inform passengers who purchased the code sharing flight ticket about the nature of the flight, the contracting carrier and the actual carrier during seat reservation and ticket purchasing.

13.9 Spring Airlines will actively inform the passengers if it needs the passengers to reconfirm the seats they have booked for their onward flight and return flight run by Spring Airlines within a given time. However, passengers should learn about the seats of any other carrier relating to their trip before confirming the requests. If reconfirmation is necessary, passengers should go through the seat reconfirmation procedures with the carrier whose code is specified on passenger tickets.

13.10 According to the relevant regulations of the Civil Aviation Administration of China (CAAC), passengers purchasing tickets for outbound and inbound flights need to be aware that in order to safeguard national security and public security, and to facilitate the entry and exit of flights and the passengers on them, the CAAC, in accordance with Chinese laws and regulations, requires airlines to provide it with passenger information via a dedicated encrypted transmission method according to the relevant IATA message standards. Airlines and the CAAC will strictly implement the requirements of Chinese laws and regulations and relevant information security technology standards, closely protect passenger information and strictly control the scope of data use. According to Chinese laws and regulations, travelers have the right to make requests to the processor of their information for consultation, copying and, if necessary, corrections, supplements, deletions, etc.; when they find that their information has been illegally processed, they can make requests to the processor of their information for remedial measures.

#### **Article 14 Ticket Purchasing**

14.1 Passengers may consult and purchase tickets from Spring Airlines' direct sales channels or its authorized sales agents.

14.2 Passengers should use the same documents for purchasing tickets and checking in. Passengers must fill out the Seat Reservation Form when they are purchasing tickets from ticket counters owned by Spring Airlines or ticket counters of Spring Airlines' authorized sales agents.

14.3 Valid ID documents should be provided while purchasing child or infant tickets.

14.4 Passengers under restricted transport should provide Spring Airlines with relevant evidence and may not purchase any ticket without Spring Airlines' consent.

14.5 There should be clear information on passenger services during flight delay and cancellation in various ticket booking links such as Spring Airlines' ticket offices or websites.

14.6 Spring Airlines "Preferential Class" air tickets can only be purchased by Spring Airlines members. If passengers purchase the tickets on Spring Airlines' partner platform, they need to read and agree to Spring Airlines' User Service Agreement (for details, refer to <https://www.ch.com/reg-rule>) and Privacy Policy (for details, refer to <https://www.ch.com/privacy>) before they can register as a member and purchase the product.

14.7 Passengers using international credit cards on Spring Airlines' official website will be charged a transaction fee, and the final payment will be calculated at the exchange rate from the credit card company and the related service rules. The local currency amounts displayed on the official website are for reference only. Transaction fees of international credit card are not refundable upon ticket refund in accordance with international credit card transaction practices.

14.8 Spring Airlines reserves the right to restrict the seat reservation and ticket purchase for passengers who maliciously occupy seats or falsely purchase tickets, depending on the circumstances.

## **Chapter VI Passenger Ticket Overbooking**

### **Article 15 General Provisions**

15.1 In order to meet the travel demands of more passengers, Spring Airlines may oversell certain flights that are likely to have spare seats so that more passengers can catch their desired flights.

15.2 Spring Airlines will appropriately control the proportion of overbooked flights under full consideration of airline, flight frequency, time, aircraft type, and connecting flights to minimize the occurrence of passengers being denied boarding due to overbooking.

15.3 If the number of passengers taking the flight exceeds the number of seats available due to overbooking, we will first consult the passengers who are willing to take the subsequent flight or cancel their trip according to the volunteer soliciting procedures. Under the circumstance where there are not enough volunteers, Spring Airlines will deny some passengers the right to board the plane in order of check-in time, except for the passengers who meet the priority boarding rules. We can issue you a certificate of trip cancellation due to overbooking.

**Article 16** Volunteer Soliciting Procedures and Priority Boarding Rules

16.1 In the case of overbooking, Spring Airlines will, before the departure of the flight, release the overbooking information via telephone, text message, or on-site consultation, solicit passengers who voluntarily cancel their trip, and inform them of the relevant compensation and service standards. We will also negotiate with passengers on the conditions of voluntary cancellation of the trip.

16.2 Priority Boarding Rules:

- (1) Passengers traveling on urgent state business, including accompanying passengers;
- (2) Staff of the Organ Procurement Organization (OPO) carrying human donor organ;
- (3) Passengers with special service needs (the elderly, weak, sick, disabled, pregnant passengers, and children unaccompanied by an adult) and their necessary accompanying passengers, and minor passengers flying alone who are over 12 years old but under 18 years old agreed by Spring Airlines and arranged in advance;
- (4) Military personnel in active service, police, and fire and rescue personnel with valid identity documents;
- (5) Group passengers;
- (6) Passengers with a confirmed seat on a connecting flight with a short connection time;
- (7) Passengers with proof of an urgent need to travel (e.g. passengers whose visa is about to expire).

**Article 17** Compensation Rules for Overbooking and Change/Refund

17.1 Spring Airlines will compensate passengers who fail to take the original flight due to overbooking in the following ways:

17.1.1 Cancellation compensation: Passengers who wish to cancel their ticket will receive RMB 200 yuan for compensation, and the cancellation fee will not apply.

17.1.2 Change compensation: A financial compensation will be provided according to the waiting time for the change of the subsequent flight, and the details of the compensation are as follows:

- (1) Subsequent flight departure in less than 2 hours: RMB 200 yuan;
- (2) Subsequent flight departure in 2 (inclusive) – 4 hours (exclusive): RMB 400 yuan;
- (3) Subsequent flight departure in more than 4 hours (inclusive): RMB 600 yuan.

17.2 Passengers who choose to refund their tickets will be handled as involuntary refunds and will not be charged refund fees; passengers who choose to take Spring Airlines' subsequent flight will be handled as voluntary refunds and will not be charged a change fee.

17.3 If there is no subsequent Spring Airlines flight, the subsequent flight is too late (more than 3 hours later), or the passengers do not agree to change to the subsequent flight, after getting the passengers' consent, Spring Airlines may endorse them to another carrier's flight that departs on the same day and the endorsement fee of economy class shall be borne by Spring Airlines, along with the compensation in accordance with the rules. Any extra fee in excess of that of the economy class shall be borne by the passengers themselves. The original tickets of Spring Airlines will not be refunded to the passengers.

17.4 In the case of overbooking of connecting flights, cash compensation is available for oversold segments according to the above-mentioned rules. Services such as refund and free change may be arranged for the follow-up segments according to the passengers' itinerary.

17.5 When a passenger is notified of an over-booking upon arrival at the airport and the passenger chooses to change or rebook and waits for a subsequent flight over 4 hours (inclusive) later than the original flight, the passenger may be provided with free accommodation; if accommodation services are not available locally, an accommodation allowance of up to RMB 200 may be provided.

## **Chapter VII Flight Schedule, Flight Delay and Cancellation**

### **Article 18 Flight Schedule**

18.1 Spring Airlines will try its best to transport its passengers and baggage according to the flight schedule that is published as of the day the travel begins. Before accepting passengers' bookings, Spring Airlines will inform passengers of the flight schedule valid at the time of booking and indicate it on passenger tickets.

18.2 After passenger tickets are sold, Spring Airlines may change the flight schedule at its discretion. In this case, Spring Airlines will inform passengers of the change of flight schedule through the contact details they left when booking. Spring Airlines shall not be liable for any failure to contact the passenger due to the wrong contact details. If Spring Airlines' flight is adjusted (the scheduled departure time is advanced or delayed by 15 minutes or more), and Spring Airlines cannot arrange alternative flights acceptable to the passenger, the passenger may apply for a refund as per Article 26 "Involuntary Refund". In case of an involuntary change, if the passenger requests a change or refund due to his or her reasons after confirming an alternative flight, the request shall be deemed a voluntary change or refund and handled in accordance with applicable rules.

### **Article 19 Flight Delay & Cancellation**

19.1 Unless otherwise specified in the Conventions, in the event of flight cancellation, delay, advance, flight change, or failure of Spring Airlines to operate the original flight, Spring Airlines will consider the reasonable needs of passengers and take one of the following measures:

19.1.1 Arrange Spring Airlines flights with available seats for passengers at no extra charge as per rules in Article 21 "Involuntary Change" hereof;

19.1.2 Handle the requests for refund as per rules in Article 26 "Involuntary Refunds".

19.2 In the case of any of the circumstances described in 19.1, the remedial measures listed in 19.1.1 to 19.1.2 are all of the measures passengers may choose from. Unless otherwise specified in the Conventions, Spring Airlines shall no longer shoulder any other responsibility for the passengers.

19.3 Under any of the following circumstances, Spring Airlines may change the aircraft model or air route or cancel, interrupt, change, delay or postpone any flight without giving prior notice:

19.3.1 In order to comply with the laws and other relevant regulations of the People's Republic of China or relevant countries during the carriage;

19.3.2 In order to ensure flight safety;

19.3.3 Other reasons that Spring Airlines cannot control or foresee.

**19.4 Unless otherwise stipulated, if a passenger misses a flight due to reasons not attributable to the carrier before Spring Airlines releases information on flight delays and cancellations and other irregular flights, the passenger applying for ticket refund or change shall follow the rules of voluntary refund and change. If a passenger has already applied for ticket change or refund in accordance with the rules of voluntary refund and change before Spring Airlines releases information on flight delays and cancellations and other irregular flights, the change and refund fees paid by the passenger shall not be refunded.**

19.5 In the case of delay, advance, time adjustment or cancellation of a single segment of a connecting flight, the segment may be handled in accordance with the provisions of Article 21 "Involuntary Change" or Article 25 "Involuntary Refund" of these Terms. If the delay, advance, time adjustment, or cancellation of one segment of a connecting flight results in the inability of the other segment to connect normally, passengers may apply for an involuntary change or involuntary refund of tickets for both segments.

19.6 Services for passengers whose flights are delayed or cancelled

Spring Airlines should provide services for passengers whose flights got delayed or canceled according to Article 62 hereof respectively.

## **Chapter VIII Passenger Ticket Change**

### **Article 20** General Provisions

20.1 Passenger ticket change is composed of voluntary change and involuntary change of passenger tickets.

20.2 The passenger's request for change should be made within the validity period of the ticket, and Spring Airlines will not handle the request after the expiration.

20.3 After ticket change, the validity of the ticket shall be calculated according to the date of issuance of the original ticket or the actual date of departure.

### **Article 21** Involuntary Change

21.1 Any change of flight and date applied for by the passenger due to one of the circumstances listed in Paragraph 19.1 of these Terms shall be deemed as an involuntary change and shall be handled as follows:

21.1.1 Arrange previous or subsequent flights with available seats for affected passengers within 10 days around the due date (including the same day) in priority. If the passenger needs to change to a flight that is over 10 days prior to or after the original flight, the change shall be handled voluntarily in accordance with the rules of "voluntary change" hereof. If there are no available seats on the same Spring Airlines flight within 10 days before and after the original flight, the nearest available Spring Airlines flight shall be provided free of charge. Besides, the free change may only be used for once.

21.1.2 Change the voyage listed on the original tickets and carry the passengers to their destination or scheduled stops on Spring Airlines' flights. In the case of passengers' change of flight **due to reasons other than Spring Airlines**, the difference in ticket price and excess baggage fee will be refunded (without payment for any deficiency), but the extra tax difference, ground transport fees, and other service fees resulting therefrom shall be borne by the passengers. In the case of passengers' change of flight **due to Spring Airlines' reasons**, the difference in ticket price, excess baggage fee, and other service fees will be refunded (without payment for any deficiency).

### **Article 22** Voluntary Changes

22.1 Under the circumstance where any passenger voluntarily changes his or her flight and date after purchasing the ticket, unless it's otherwise specified in Paragraphs 22.2, 22.3 and 22.4 in the article hereof, Spring Airlines and its authorized sales agent shall handle it in accordance with the current voluntary change rules published by Spring Airlines under the condition that the flight has available seats and the time permits according to the carriage rules of Spring Airlines, and the difference of ticket price and other related fees resulting therefrom shall be borne by the passengers.

22.2 Disabled veterans and the people's police officers who are disabled while on duty and disabled fire and rescue members who have booked a ticket with a 50% discount on regular adult fare by presenting *the Disabled Veteran's Certificate of the People's Republic of China*, *the Disabled Police Certificate of the People's Republic of China*, and *the Certificate of Disabled Members of National Fire and Rescue Force* may change their tickets for free. For such passengers described above who have booked a discounted ticket in other class cabins as published by Spring

Airlines, ticket change shall be handled as per the rules applicable to corresponding class cabins.

22.3 Infant passengers who do not occupy seats and request a change may change their tickets for free. Passengers who purchase seat-occupying infant tickets and request a change will have the change fee deducted as per the corresponding cabin class.

22.4 If a passenger holding the child ticket requires a change, the change fee will be deducted as per the corresponding cabin class.

22.5 Where a change is made from a low fare to a high one, the passenger shall pay for the difference and a change fee required by applicable fare conditions; where a change is made from a high fare to a low one, the original ticket shall be cancelled as per rules on voluntary refund, and then the passenger should purchase a new ticket per the changed cabin or fare.

22.6 Unless otherwise specified for the fare, change fees and the fare difference are calculated based on the price indicated on the passenger ticket.

#### **Article 23 Carrier and Route Change**

23.1 Passengers who intend to change their carriers voluntarily after purchasing their tickets will be handled as voluntary refunds described in these Terms. Passengers who intend to change their carriers due to any of the circumstances listed in Paragraph 19.1 hereof will be handled as involuntary refunds described in these Terms.

23.2 Passengers who voluntarily request a change of route after ticket purchasing will be subject to the voluntary refund rules.

#### **Article 24 Group Passengers**

Group passengers wishing to make changes to their tickets should contact the original ticketing channel.

### **Chapter IX Refunds**

#### **Article 25 General Provisions**

25.1 Refunds include voluntary refunds and involuntary refunds.

25.2 Passengers who request for refunds because they voluntarily intend to change their travel arrangement shall be handled according to the voluntary refund rules in this chapter.

25.3 Passengers should request for refund within the validity period of the ticket, and Spring Airlines will not handle overdue requests. Passengers who have printed the air transport e-ticket itinerary must return the original e-ticket itinerary to Spring Airlines before they can apply for a refund.

25.4 Passengers who pay by international credit card should apply for a refund within 180 days after purchasing tickets. In the event the time limit is exceeded, the company will not be able to refund in the original currency of payment. Passengers' refund requests will be processed through bank channels.

25.5 Passengers applying for ticket refunds may contact the original ticket issuer or Spring Airlines' direct channels, except for special product tickets where there are other restrictions on the place of refund. Ticket refunds for passengers who have paid for their ticket with cash or a POS card can only be made at the ticket office where the ticket was originally purchased.

#### **Article 26 Involuntary Refunds**

26.1 Involuntary refunds shall be subject to the following rules:

26.1.1 If the ticket is unused, the ticket fare and taxes paid will be refunded in full without a refund fee;

26.1.2 If the ticket has been partially used, the amount to be refunded equals the ticket fare paid by the passenger minus the fare of the used segment, at the same discount rate as that applicable to the original fare paid; The

remaining portion of the ticket price shall be refunded to the passenger, provided that it shall not be more than the full fare paid for the original ticket.

26.2 Under the circumstance where a flight lands in an unscheduled stop, and a passenger requests for a refund, the amount of the ticket from landing stop to arrival stop shall be refunded according to the discount or cabin class of the original ticket, but no more than the original fare paid, and no refund fee will be charged. The applicable courier fare from landing stop to arrival stop shall be referred to in priority. Where there is no public fare between the two stops, the refund shall be subject to the hard-seat price between the stops.

26.3 After a passenger voluntarily changes his or her flight and pays a change fee and the fare difference, in case of irregularities of the changed flight, and the passenger requests for a refund, which meets the conditions for an involuntary refund, the fare and taxes will be refunded in full, but the paid change fee will not be returned.

#### **Article 27 Voluntary Refunds**

27.1 Unless otherwise specified in Paragraph 27.2, 27.3, 27.4, 27.5 and 27.6 in the article hereof, the voluntary refund of passengers shall be handled according to the current voluntary refund rules published by Spring Airlines.

**Tickets purchased by group passengers are not applicable. For group tickets, please contact the original ticketing channel.**

27.1.1 If the passenger ticket is unused, after deducting the refund fee, the remaining ticket price and taxes shall be refunded.

27.1.2 If the passenger ticket has been partially used, after deducting the applicable ticket price and relevant taxes of the used segment and the refund fee for the unused segment, the remaining balance shall be refunded to the passenger, but it shall not exceed the originally paid amount.

27.1.3 If the applicable ticket price of the used segment is greater than or equal to the full fare, the fare of the unused segment shall not be refunded, but the refundable taxes for the unused segment shall be refunded to the passenger.

27.1.4 If a passenger with a special fare ticket requests a refund, the refund shall follow the provisions for the special fare (if any).

27.2 Disabled veterans and the people's police officers who are disabled while on duty and disabled fire and rescue members who have booked a ticket with a 50% discount on regular adult fare by presenting *the Disabled Veteran's Certificate of the People's Republic of China*, *the Disabled Police Certificate of the People's Republic of China*, and *the Certificate of Disabled Members of National Fire and Rescue Force* may refund their tickets for free. For such passengers described above who have booked a discounted ticket in other class cabins as published by Spring Airlines, ticket refund shall be handled as per the rules applicable to corresponding class cabins.

27.3 Passengers who purchase non-seat-occupying infant tickets and request a refund may get the refund for free. Passengers who purchase seat-occupying infant tickets and request a refund will have the refund fee deducted as per the corresponding cabin class.

27.4 If a passenger holding the child ticket requires a refund, the refund fee will be deducted as per the corresponding cabin class.

#### **27.5 Refund due to Illness**

**27.5.1 After ticket purchasing, if a passenger cannot travel due to illness and requests a refund, he/she must, before the stipulated departure time of the flight, provide a true, valid and reasonable diagnosis proof (such as diagnosis certificate, medical record, and hospitalization certificate) issued by a medical institution and stamped with the official seal of the hospital, which can prove that the passenger is unfit to take the flight during the flight period specified in the ticket, together with the original or electronic copy of the medical invoice issued by the medical institution with an amount of RMB 100 yuan or more (including electronic invoices), and the identification**

document of the passenger. In this case, the refund fee will be waived. The above materials shall be provided to Spring Airlines before the stipulated departure time of the flight. For a passenger with sudden illness or temporary illness at the departure airport or at the stopover (diversion) place of the flight, the carrier will immediately contact the flight surgeon or local hospital to confirm whether he/she can continue the travel. If the travel needs to be cancelled, a special refund can be handled in accordance with 27.5.2. Please note:

(1) Medical institutions (those that meet any one of the following requirements are acceptable)

(a) The diagnosis proof within China must be issued by a hospital at or above the second level that can be queried on the website of the National Health Commission of the People's Republic of China. The query website of medical institutions of the National Health Commission is <https://zgcx.nhc.gov.cn/unit>; the query website of doctors' practice registration information is <https://zgcx.nhc.gov.cn/doctor>.

(b) The diagnosis proof outside China or in Hong Kong, Macao and Taiwan regions must be issued by a regular hospital or a practicing physician.

(2) The issuing time of the medical voucher must be after ticket issuance and before the designated departure time of the flight. The doctor's advice certificate issued by the medical institution indicating that the passenger is unfit to take the flight, or suggesting that the passenger should take a quiet rest, stay in bed or not travel, etc., which show that the passenger is not suitable for air travel, shall be applicable. However, the suggested rest period shall be specified, with the departure date involved. The content of the medical voucher (including the patient's name, consultation time, symptoms, examination results corresponding to the charge items on the invoice, etc.) must be consistent with the actual situation and shall not be altered. Otherwise, it will be regarded as a false voucher and will not be accepted.

(3) The charging invoice provided by the passenger may include the fees for medicine, treatment, examination, hospitalization, registration, etc. The invoice shall include multiple items of fees, among which the examination fee is necessary, and its total amount shall be greater than or equal to RMB 100 yuan. Inpatients can produce a hospital deposit certificate or a printed fee statement stamped with the official seal of the hospital. If the passenger is a soldier who received medical treatment in a military hospital and cannot provide the payment receipt, he/she can produce such identification materials as officer certificate or soldier certificate. For inpatients, it is acceptable that the date of the medical record or the diagnosis proof is before the flight date, the date of the payment receipt is after the flight date, or the date of the medical record or the diagnosis proof is before the ticket purchase date (inclusive), and the date of the payment receipt is after the ticket purchase date (inclusive).

(4) The charging invoice provided by the passenger must be true, valid and verifiable. The verification methods include but are not limited to online automatic verification through the official electronic invoice verification platforms of the Ministry of Finance, the Tax Administration, etc., or manual verification of the authenticity of the main information of the invoice. If the invoice fails to pass the verification, it will be regarded as non-compliance, and the refund will be handled as a voluntary refund.

(5) Spring Airlines will review the materials submitted by the passenger. For the refund applications due to illness that are in doubt, Spring Airlines has the right to require the passenger to supplement supporting materials, which shall be submitted to Spring Airlines within 10 days as of the date of raising the dispute. If the passenger fails to provide the materials as required, the refund cannot be handled in accordance with the rules for refund due to illness.

(6) The location of the hospital where the passenger seeks medical treatment shall be the same as the departure place of the flight, the destination of the flight, the place of the passenger's household registration, the place of the passenger's temporary residence (the address of the temporary residence permit or the place where the social security is paid), etc. In case of any inconsistency, Spring Airlines has the right to require the passenger to

supplement supporting materials for going to the place for medical treatment, including but not limited to the materials with clear logical basis such as eating, living and traveling (e.g. used hotel order, high-speed or bullet train order), so that the refund can be handled as an involuntary refund or a supplementary refund.

27.5.2 Under the circumstance that any passenger requests for a refund because he or she got sick, the fare shall be returned in full if such request is made at the airport of departure. If such request is made at any stopover (diversion) place, when there is an applicable fare between the departure place and the stopover (diversion) place, the fare of the used segment will be deducted from the paid ticket price (calculation rule: the fare of the used segment = the normal fare from the departure place to the stopover (diversion) place indicated on the passenger's ticket × the original ticket purchase discount), and the remaining balance will be refunded to the passenger. If there is no remaining balance after calculation, no ticket price will be refunded, and the taxes and fees will not be refunded either, with the refund amount not exceeding the original paid ticket price. If there is no published fare from the landing stop to the arrival stop, the hard seat price of the train ticket from the landing stop to the arrival stop will be refunded.

27.5.3 If a fellow passenger requests a refund due to illness, the request shall be made at the same time as that of the ill passenger, and the fellow passenger who meets the following conditions can be exempted from the refund fee. Other passengers' refunds will be handled as voluntary refunds.

(1) If the fellow passenger and the ill passenger are not in the same order, the fellow passenger relationship proof such as household register, marriage certificate and birth certificate recognized by Spring Airlines must be provided.

(2) For each ill passenger, the upper limit of the number of fellow passengers who can request a refund is 2 adults and 1 child.

(3) If valid proof of family relationship is provided, the number of fellow passengers can be increased to 5 (including adults and children).

27.5.4 In order to ensure a fair and orderly ticketing service, Spring Airlines will review the materials for refund request due to illness. If false information such as forged medical records and false diagnosis proof is found, Spring Airlines will pursue the legal liability of the passenger involved and reserves the right to claim for losses caused by the breach of contract in accordance with relevant laws and regulations.

## 27.6 Refunds due to Death

27.6.1 If a passenger dies before the trip, his/her remains cannot be transported by air passenger carriage.

27.6.2 Under the circumstance that any passenger dies before the trip starts or during the trip, the immediate relative, agent of the deceased passenger or ticket payer may demand a refund for the tickets with a valid death certificate issued and stamped by public security organ and it shall be free of refund fee.

27.6.3 In the case of refund for deceased passenger, 27.5.2 shall prevail.

27.6.4 Under the circumstance that the companion of the deceased passenger requests for refund for his or her passenger ticket, he or she must also go through the refund procedures of the deceased passenger. If the following conditions are met, the refund fee will be waived. Other passengers' refunds will be handled as voluntary refunds.

(1) If the fellow passenger and the deceased passenger are not in the same order, the fellow passenger relationship proof such as household register, marriage certificate and birth certificate recognized by Spring Airlines must be provided.

(2) For each deceased passenger, the upper limit of the number of fellow passengers who can request a refund is 2 adults and 1 child.

(3) If valid proof of family relationship is provided, the number of fellow passengers can be increased to 5 (including adults and children).

27.7 Connecting ticket and return ticket holders who intend to voluntarily refund will be charged refund fees for various segments as voluntary refunds described in these Terms.

27.8 Unless otherwise specified in applicable fare conditions, refund charges are calculated based on the price indicated on the passenger ticket.

#### **Article 28** Group Passengers

Group travelers wishing to refund should contact the original ticketing channel.

#### **Article 29** Right to Reject Refunds

29.1 Passengers who request for a refund should make the request to Spring Airlines within the validity period of their ticket. Spring Airlines does not accept any refund applied after the passenger tickets have expired.

29.2 If a passenger is denied entry upon arrival or repatriated for their own reasons, Spring Airlines will not refund the ticket for the segment used.

#### **Article 30** Refund Method

30.1 In typical cases, Spring Airlines will refund the fare by the original payment method and currency according to the passenger's payment method at the time of purchase.

30.2 For passengers paying in foreign currency, due to the difference resulting from currency exchange, the fare returned to the passengers' cards may be different from the amount credited by the credit card or debit card company, and the passengers have no right to file a claim with Spring Airlines for such difference.

#### **Article 31** Payee of Refund

31.1 Spring Airlines has the right to refund the ticket for the passenger whose name is indicated on the passenger ticket only, or to refund the payer who can show sufficient proof of payment and identification.

31.2 Under the circumstance where the passenger specified on the ticket is not the one who paid for the ticket, Spring Airlines can return the ticket fare to the payer or the person designated by the payer according to the original payment method.

31.3 In addition to refunding through the official electronic channels of Spring Airlines, a passenger who requests for a refund should present his or her valid ID; if the payee of refund is not the passenger specified on the ticket, valid IDs of both the passenger and the payee are required.

31.4 If Spring Airlines returns the ticket fare to the person who holds the original copy of the e-ticket itinerary and meets the provisions in Paragraph 31.1, 31.2 and 31.3, it shall be deemed as legitimate refund and Spring Airlines' carriage responsibility will be immediately relieved.

### **Chapter X** Boarding

#### **Article 32** General Provisions

32.1 The cut-off time for check-in varies from airport to airport. Passengers should, before the cut-off time for check-in prescribed by Spring Airlines at each airport, complete all their check-in procedures such as having their baggage checked and collecting their boarding passes by their valid IDs. Passengers shall ensure that they use the same IDs in purchasing the ticket as they use for check-in.

32.2 In the event that any passenger fails to make it to Spring Airlines' check-in counter or gate or fails to present his/her valid identify document and transportation voucher, Spring Airlines has the right to refuse to transport him/her in order to ensure normal flights. Spring Airlines shall assume no responsibility for the passenger's loss and any expense caused thereby.

32.3 The cut-off time for check-in varies from airport to airport, and Spring Airlines or its sales agents shall inform passengers of such information. Passengers can also check Spring Airlines' website for information on the cut-off time for check-in at each airport. Passengers who purchase code sharing flight ticket should be informed of the

location of check-in counter of the actual carrier. Passengers should arrive at the counter early enough to check in.

32.4 Spring Airlines and its ground handling agents should open the check-in counter on time to take the passengers' effective flight certificate in accordance with relevant rules, and check them in without delay. Passengers, their baggage and free carry-on items must go through security check before boarding.

32.5 Passengers should wait at the boarding gate before the time specified by Spring Airlines, as indicated on the boarding pass.

32.6 After the door of an aircraft is closed, the captain has the right to reject a passenger's request to abort the trip, except when the captain confirms that there is a force majeure, a passenger has a sudden illness, or there is a life-threatening situation; passengers who disturb the order on board shall bear the corresponding legal consequences.

32.7 Passengers using international credit cards are advised to bring with them the foreign credit cards (e.g., JCB, VISA, MASTER) they used to pay for the ticket at check-in. It is recommended that the card holders who purchase tickets for relatives etc. carry both sides of the original or copy of the credit cards used for ticket purchasing for possible on-site inspection. If the passenger fails to pass the card inspection, the company will have the right to refuse to go through the check-in procedures. The passenger who fails to comply with this provision will bear the losses caused thereby.

32.8 If a passenger is unable to fly according to relevant national regulations, Spring Airlines has the right to reject his/her boarding, and the purchased ticket shall be handled in accordance with the provisions of voluntary refund.

### **Article 33** Seat Arrangement on Board

33.1 Spring Airlines will try its best to arrange seats as requested by passengers in advance, but does not guarantee to provide seats as completely designated by passengers.

33.2 For flight safety, the seats at the emergency exits of the aircraft are arranged by Spring Airlines. During check-in, Spring Airlines and its ground handling agent should consult with all passengers assigned to exit seats and explain their obligations. If a passenger assigned to an exit seat is likely to be unable to perform 33.2.1 according to the assessment by the ground or cabin staff, or if the passenger requests not to sit in the exit seat, he/she should be immediately reassigned to a non-exit seat.

#### 33.2.1 Capabilities required for passengers in exit seats

- (1) Confirm the location of the emergency exit.
- (2) Recognize the initiation mechanism of the emergency exit.
- (3) Understand the instructions of operating the emergency exit.
- (4) Operate the emergency exit.
- (5) Assess whether the conduct to open the emergency exit will bring more harm to passengers due to exposure.
- (6) Follow the crew's oral instructions or gestures.
- (7) Store or fix the emergency exit, thus preventing inconvenience in using it.
- (8) Assess the slide's situation, operate it, and help others leave from it after steadying the unfolded slide.
- (9) Pass expeditiously through the emergency exit.
- (10) After assessment and selection, exit along the safe route and through the emergency exit.

#### 33.2.2 The following passengers cannot be assigned to exit seats:

- (1) The person's arms, hands and legs lack movement function, power or flexibility, so he/she cannot:
  - (a) Reach the emergency exit or emergency slide operating mechanism upwards, sideward or downwards;
  - (b) Push, pull, turn or manipulate the operating mechanism of the emergency exit;
  - (c) Push, strike or pull the operating mechanism of the exit door or open the emergency exit;

- (d) Lift, grip or put the object of which the size and weight is close to the exit window over the wing on the neighboring seat or move it over the seat back to the next row ;
  - (e) Move the obstacle of which the size and weight is close to the exit window over the wing;
  - (f) Reach the emergency exit rapidly;
  - (g) Keep balance when move the obstacle;
  - (h) Pass the exit rapidly;
  - (i) Steady the slide after it has unfolded;
  - (j) Help others to leave through the slide.
- (2) The person is less than 15 years old or more than 70 years old (inclusive), or the person cannot fulfill one or more duties listed in 33.2.1 without the assistance of accompanying adults, parents or other relatives.
- (3) The person lacks the capability of reading and understanding the requirements or emergency evacuation instructions illustrated with words, pictures or tables by Spring Airlines or the crew's oral orders.
- (4) The person lacks sufficient visual capability to perform one or more duties listed in 33.2.1 without the assistance of visual aids other than contact lenses or eyeglasses:
- (5) The person lacks sufficient aural capability to hear and understand the cabin crew's instructions without the assistance of equipment other than hearing-aids.
- (6) The person lacks capability to transmit the information to other passengers orally;
- (7) The person has other matters or responsibilities that may result in inconvenience to perform one or more duties listed in 33.2.1. For example, he/she needs to take care of children or he/she may get hurt if he/she performs the above duties.

33.3 Spring Airlines reserves the right to allocate or re-allocate seats on the plane for operational, safety or security needs, even after passengers have boarded and/or been seated.

**Article 34 Discontinuation of Travel**

34.1 If a passenger discontinues his/her travel involuntarily, Spring Airlines and its ground handling agent shall arrange for the passenger to take a subsequent flight or allow them to choose other means of transportation according to their needs and arrange for food and lodging if necessary. If the passenger requests for a refund, it shall be handled according to the provisions on involuntary refund.

34.2 If a passenger voluntarily discontinues his/her travel, the carrier or ground handling agent shall regard him/her as having given up the segment, and the ticket shall be handled as voluntary change or refund.

34.3 The baggage of a passenger who has gone through check-in or boarding procedure but has not boarded the aircraft shall not be loaded or left on the aircraft. When a passenger discontinues his/her travel in the middle of an aircraft flight, Spring Airlines and its ground handling agent shall unload his/her baggage.

**Article 35 No-show**

35.1 In the case of no-show due to the reason of the passenger, the change or refund shall be handled in accordance with the voluntary change or voluntary refund rules of these Terms.

35.2 In the case of no-show due to Spring Airlines' fault, the change or refund shall be handled in accordance with the involuntary change or involuntary refund rules of these Terms.

**Article 36 Missing Flight**

36.1 In the case of missing flight due to the reason of the passenger, the change or refund shall be handled in accordance with the voluntary change or voluntary refund rules of these Terms.

36.2 In the event that any passenger misses his or her flight due to Spring Airlines' fault, the change or refund shall be handled in accordance with the rules on involuntary change or refund.

**Article 37 Taking Wrong Flight**

37.1 If a passenger takes the wrong flight due to his/her own reasons, Spring Airlines will arrange him/her to take the earliest Spring Airlines flight to the destination specified on his/her ticket, and the ticket price will not be refunded. If the passenger requests to terminate his/her trip at the wrong destination, the rules on voluntary refund shall prevail.

37.2 If a passenger takes the wrong flight due to Spring Airlines' reasons, Spring Airlines will arrange him/her to fly directly from the wrong destination to the planned destination free of charge, or adopt ground transportation to transport him/her to the destination free of charge. If the passenger requests a refund, the rules on involuntary refund shall prevail.

## **Chapter XI Baggage Transport**

### **Article 38** General Provisions

38.1 Spring Airlines accepts baggage that contains items in compliance with Paragraph 3.34 of these Terms only.

38.2 Articles prohibited by the place of origin, the scheduled stop and the destination country or region, articles restricted for transport, dangerous goods as well as other items that smell or may stain the aircraft shall not be deemed as baggage or secretly carried in checked baggage. Spring Airlines should refuse to accept or stop the carriage of such items should it find any while collecting the baggage, and the passenger shall be notified.

### **Article 39** Items that may not be transported as baggage

The following items may not be deemed as baggage or secretly carried in checked baggage, nor taken into the cabin:

#### 39.1 Hazardous Substances

1. Secured baggage containing dangerous substances (e.g. lithium batteries and/or pyrotechnic substances), including briefcases, safes, and other baggage secured with a password or security features (with the exception of baggage that meets the requirements in DGR 2.3.2.6).
2. Explosives categories, explosive equipments, fireworks products and imitations of the above items. All issues (except for the ammunition carried by state security personnel performing official duties) concerning the relevant regulations on aviation safety and security, shall be carried out according to the relevant requirements of the Department Of Public Safety.
3. Flammable or explosive substances, including compressed and liquefied gas, flammable liquids and solids, spontaneously combustible substances, water-reactive substances, and organic/inorganic oxidants.
4. Toxic substances, including cyanide and toxic pesticides.
5. Corrosive substances, including sulfuric acid, hydrochloric acid, nitric acid, batteries containing liquid electrolyte, sodium hydroxide, and potassium hydroxide.
6. Radioactive substances, including radioisotopes and other radioactive substances. When carried by staff members of the Organization for the Prohibition of Chemical Weapons (OPCW) on official travel as carry-on or checked baggage, instruments containing radioactive substances exceeding the radioactivity limits specified in Table 2-12 of the Technical Instructions for the Safe Transport of Dangerous Goods by Air issued by the International Civil Aviation Organization (e.g. chemical agent monitors (CAM) and/or rapid alarm and identification device monitors (RAID-M)).
7. Disabling devices containing irritant or incapacitating substances, such as tear gas, pepper spray, and other harmful substances.
8. Small medical gaseous oxygen devices, air devices and personal medical oxygen devices containing liquid oxygen. In the event of emergency, these devices should be requested by passengers in advance and then provided by the airline.

9. Lithium batteries recalled by the manufacturer for safety reasons; lithium-ion batteries/battery packs with a Watt-hour (Wh) rating greater than 160 Wh, lithium-metal batteries/battery packs with a lithium content in excess of 8 g (except lithium battery-powered wheelchairs or mobility devices); lithium batteries with an unspecified lithium content or capacity (e.g. unlabeled batteries, or batteries with an illegible label).

10. Electroschock weapons (e.g. tasers).

11. Other items that may endanger the safety of the aircraft, such as strong magnetic materials that may interfere with on-board instruments and substances with strong, irritating odors.

12. Personal safety matches or safety lighters, including cigarette lighters and lighters driven by lithium batteries. The “safety matches or lighters” mentioned in the present article, also includes friction matches, million matches, mini cigarette lighters, igniters, lighter fuels, and lighter inflatable container.

13. Wheelchairs and other mobility devices containing spillable batteries.

14. Small portable lithium battery-powered vehicles, such as smart balance vehicles, electronic scooter, electronic smart folding bicycle, electronic unicycles, etc.

15. Baggage equipped with non-removable lithium battery (including smart cycling luggage), which contains over 0.3g lithium or the rated energy of which surpasses 2.7Wh.

39.2 Firearms/ammunition must not be transported as baggage unless it is allowed by Spring Airlines and the public security organ. Firearms that are allowed to transport must be unloaded, safety on and properly packed as required. The transport of ammunition must meet the airline’s dangerous goods transport rules.

39.3 Ordnance, police weapon, e.g., electric billy, defibrillator.

39.4 Controlled knives, including daggers, bayonets, three-square tools (including three-square scrapers for mechanical purpose), spring knives with automatic devices (assisted knives), and other similar single-edged, double-edged, three-square sharp knives, etc.

39.5 Living animals, except for small animals, guide dogs and hearing dogs specified in Article 50 of these Terms.

39.6 Other dangerous goods restricted for carriage according to ICAO, IATA-DGR and national regulations.

39.7 Items with package, shape, weight, volume not suitable for transport.

**Article 40** Items that may not be transported as checked baggage

40.1 Items that require special care, such as important documents and materials, negotiable securities, currency, draft, jewelry, precious metal and its products, silverware, valuables, antiques and paintings, fragile articles, perishable articles, samples, travel documents and so forth may not be deemed as checked baggage or secretly carried in checked baggage. Instead, they should be taken into the cabin as carry-on items.

40.2 Spring Airlines shall assume liability for loss or damage of above mentioned items carried secretly in checked baggage as common checked baggage only.

**Article 41** Items restricted for carriage

The following items may only be transported provided that they are in compliance with Spring Airlines' air transport conditions and approved by Spring Airlines:

41.1 Precise instruments, electrical appliances, musical instruments, etc. If they comply with Spring Airlines' rules on unchecked baggage, passengers may carry them into the cabin and should keep such items by themselves. In case such an item is heavier or larger than the specified limits on unchecked baggage, yet meets the carrier’s conditions for seat-occupying baggage, the passenger may take it into the cabin and bear the sole responsibility for safekeeping. If they are to be transported as checked baggage, the following requirements shall be met:

(a) Each piece is no more than 50kg in weight, and do not exceed 40×60×100cm in dimension.

(b) Precise instruments, electrical appliances, musical instruments and other items must be packed in original packaging or packed as per Spring Airlines’ rules on checked baggage before being checked in. Passengers are

advised to, before the check-in procedures, pack them in hard-shell boxes, and fill the boxes with paddings to prevent them from shaking during transport and causing unnecessary damage.

(c) The weight of precision instruments, electrical appliances, musical instruments and other items may be included in the free baggage allowance.

41.2 Sports equipment, including guns and ammunition for sports purposes (The transport of guns and ammunition shall be subject to the relevant rules on the transport of dangerous goods and aviation security).

41.3 Small animals, guide dogs and hearing dogs specified in Article 50 of these Terms.

41.4 Diplomatic pouch, confidential documents.

41.5 Folding wheelchair or electric wheelchair that passengers use during their travel.

41.6 Sharp tools and blunt tools other than controlled knives, such as swords, knives and other similar articles classified as antiques or tourist souvenirs.

41.7 Dry ice, alcoholic drinks, smoking set, medicine, cosmetics and so forth that passengers need during their travel.

41.8 Liquid, gel and aerosol in each passenger's carry-on baggage. Such items must be placed respectively in containers no more than 100ml in volume, and the total volume shall be no more than 1l.

41.9 Lithium-ion batteries. They shall not be transported as checked baggage.

41.10 For information on the transport of other restricted items, please visit Spring Airlines' website or call its customer service hotline.

#### **Article 42 Checked Baggage**

42.1 Checked baggage must be properly packed, locked and buckled, tightly lashed, able to bear certain pressure, can be safely loaded, unloaded and transported under normal operating conditions, and meet the following conditions:

1. Suitcases, travelling bags and handbags must be locked;
2. Two or more pieces of baggage can't be lashed into one piece;
3. No other items are attached to the baggage;
4. Bamboo basket, net bag, straw rope, straw bag and plastic bag may not be used as the outer packaging of baggage;
5. A passenger shall affix his/her name or other personal marking for easy identification before the baggage is collected and transported;
6. Saw dust, risk husk, turfgrass chippings may not be used as backing inside any baggage.

42.2 Each piece of checked baggage on domestic flights should not be over 50kg nor should it be larger than 40×60×100cm. Each piece of checked baggage on International and regional flights should not be over 32kg nor should it be larger than 40×60×100cm. Baggage heavier or larger than above mentioned limits shall not be checked in without Spring Airlines' prior consent.

#### **Article 43 Unchecked Baggage**

**43.1 Every passenger is allowed to take one piece of unchecked baggage into the cabin provided that it's not over 7kg nor larger than 20×30×40cm; passengers purchasing upgraded carry-on baggage products and SpringPlus Class products are allowed to carry baggage not exceeding 10kg in weight and 20×40×55cm in size. Otherwise it should be transported as checked baggage.**

**43.2 The baggage brought into the passenger cabin should be able to be placed under the seat in front of the passenger or in the baggage rack on top of the passenger cabin, and articles which are considered to be over-sized, over-weight and exceeding the prescribed amount according to Paragraph 43.1 of these Terms shall not be brought into the passenger cabin.**

43.3 According to relevant provisions, passengers who interfere with the control of the abovementioned baggage and disrupt the civil aviation production and operation order are regarded as “airplane trouble makers”. If their carriage is refused by Spring Airlines for this reason, their unused tickets will be handled according to the voluntary change and refund provisions of these Terms.

**Article 44 Free Baggage Allowance**

44.1 Unchecked baggage in compliance with Paragraph 43.1 of these Terms may be transported for free. The unchecked baggage allowance entitled to passengers is related to the class of the ticket products they purchase. Please refer to the baggage rules page on Spring Airlines’ official website for details. (Website: <https://flights.ch.com/baggage-rule>)

44.2 Spring Airlines will charge excess baggage charge for checked baggage beyond free baggage allowance according to Article 45 of these Terms.

44.3 Two or more passengers heading for the same destination on the same flight may combine their free baggage allowances together while checking in their baggage provided that they can prove that they are travelling together at the same time, same place or by other means.

44.4 The disabled can have any necessary assistive device (folding wheelchair, cane, artificial limb, etc.) checked in for free.

44.5 For infant passengers, there is no free baggage allowance, but each of them is allowed to check in one folding stroller for free.

**Article 45 Excess Baggage Charge**

45.1 If the weight of any passenger’s checked baggage and unchecked baggage is over the passenger’s free baggage allowance, the excess weight will be deemed as excess baggage and charged excess baggage charge.

45.2 An excess baggage ticket or e-invoice should be issued for excess baggage charge collected.

45.3 Excess baggage charge and its calculation shall be handled according to Spring Airlines rules. Please refer to the baggage rules on the official website of Spring Airlines (<https://flights.ch.com/baggage-rule>).

**Article 46 Declared Value for Carriage**

The Declared Value for Carriage service is temporarily unavailable.

**Article 47 Right of Search**

Spring Airlines may search passengers' baggage in the passengers' presence for safety concern; it may even search passengers' baggage together with relevant authorities when necessary. Spring Airlines assumes no responsibility for any loss incurred on passengers who fail to show up when they learn that their checked baggage is being inspected. In the event that any passenger refuses to accept such search, Spring Airlines has the right to refuse to transport his or her baggage.

**Article 48 Requirements for Baggage Collection & Transport**

48.1 Passengers must check their baggage in by valid passenger tickets. Spring Airlines should accurately record the number of pieces and weight the checked baggage.

48.2 Baggage collection by Spring Airlines may only be done during check-in on the date when the flight departs.

48.3 Spring Airlines should tie a baggage tag to every piece of checked baggage and hand the identification stub to the passenger. Unchecked baggage approved by Spring Airlines will be taken into the cabin and taken care of by the passengers themselves after they have been weighed together with the checked baggage.

48.4 In the event that any passenger intends to check in any potentially controversial baggage, Spring Airlines has the right to require the passenger to sign a liability waiver so as to relieve Spring Airlines from its corresponding transport responsibility. If the passenger refuses to sign it, Spring Airlines has the right to refuse to transport the baggage.

48.5 For assistive devices for the disabled, passengers are not required to sign a liability waiver unless the devices have been damaged before transport.

#### **Article 49** Baggage Transport

49.1 Passengers and their checked baggage should be transported by the same flight. In the event that any passenger is separated from his or her checked baggage under exceptional circumstances, Spring Airlines should give the passenger an explanation and arrange it to be transported by subsequent flight first where the carrying capacity allows.

49.2 Passenger's excess baggage should be transported along with the passenger by the same flight provided that the carrying capacity of the aircraft allows. If the carrying capacity is not allowed, excess baggage that has not been arranged with Spring Airlines in advance may not be transported as carry-on baggage. If the passenger refuses to have it transported by subsequent flight, Spring Airlines may reject such baggage.

#### **Article 50** Small Animals and Service Dogs

50.1 Small animals include domestic dogs, cats, birds, and other pets. Wild animals, animals with unusual body shapes or animals that may cause injuries (such as snakes) do not fall into this category.

50.2 As the cargo hold on most of our aircrafts is not supplied with oxygen, **small animals will not be carried.**

50.3 Service dogs are specially trained to help people with disabilities. There are various types of service dogs, including assistance, guide, and hearing dogs. **Emotional support animals (including psychiatric service dogs) are not included in the scope of service dogs that Spring Airlines can carry for the time being due to reasons such as certification.**

50.4 Service dogs accompanying disabled passengers are accepted for carriage in the cabin. Each disabled passenger is entitled to travel with one service dog. Each flight segment can accommodate a maximum of 4 service dogs.

50.5 Passengers traveling with a service dog must submit an application when making a reservation, no later than 24 hours before the scheduled departure time. A copy of the service dog certificate and quarantine certificate must be submitted together with the application.

50.6 The passenger is responsible for the carriage of their service dog to the airport and must present the service dog certificate and quarantine certificate during check-in.

50.7 Service dogs must complete security procedures before boarding. Passengers will be requested to empty the dog's waste bag before proceeding through security.

50.8 The passenger assumes full responsibility for his or her service dog. Spring Airlines shall not be held liable for any injury, illness or death of service dogs unless such damages are solely due to its negligence.

50.9 Food and food containers for service dogs are not counted as part of the free carry-on baggage allowance.

50.10 Service dogs must be leashed before boarding and are forbidden from occupying a seat or running through the cabin. The dog's muzzle may be removed if consent is obtained from neighboring passengers.

50.11 Service dogs that travel on domestic flights must be accompanied by official certificate and a quarantine certificate issued by the relevant quarantine authorities.

50.12 Service dogs that travel on international flights must be accompanied by the following documents:

- (a) Quarantine Certificate and Rabies Vaccination Certificate issued by the national animal and plant quarantine authorities;
- (b) Entry, exit, or transit permit;
- (c) Other documents required by the destination or transit country (refer to the requirements of the relevant country for details).

50.13 The Special Baggage Captain Notice should be filled in according to the requirements of Spring Airlines to accept the service dog.

**Article 51** Baggage in Violation of Regulations

Checked baggage or unchecked baggage that contains any prohibited article, restricted article or dangerous article specified by the state shall be deemed as baggage in violation of regulations. Spring Airlines shall handle such baggage in accordance with the following rules:

51.1 For baggage in violation of regulations found at the airport of departure, Spring Airlines has the right to reject its transportation; if the baggage is found after being collected, Spring Airlines has the right to cancel the carriage or continue to transport it after removing relevant items, and the excess baggage charge collected shall not be refunded.

51.2 Spring Airlines should stop transporting baggage in violation of regulations after finding it at any airport of scheduled stop and the excess baggage charge already collected will not be returned to the passenger.

51.3 Any prohibited article, restricted article or dangerous article secretly carried in baggage in violation of regulations will be handed over to relevant authorities.

51.4 Passengers are not entitled to claim any rights or claim for compensation against Spring Airlines regarding in-compliant baggage.

**Article 52** Withdrawal of Baggage

52.1 Under the circumstance where Spring Airlines needs to arrange any passenger to switch to other flight due to its own fault, carriage of the passenger's baggage should also be changed accordingly and overcharge for the excess baggage charge collected will be returned to the passenger though payment for the shortage will not be demanded.

52.2 In the case of change of route or cancellation of transport due to the fault of the passenger, the withdrawal of baggage shall be handled in accordance with the following rules:

52.2.1 Passengers who intend to withdraw their baggage at the airport of departure must request it before the baggage is loaded. In the case of ticket refunding, baggage already collected must also be withdrawn and the excess baggage charge already collected will also be refunded in this case.

52.2.2 Unless time doesn't allow, passengers may withdraw their baggage at the airport of scheduled stop. However, the excess baggage charge for unused segments are not refundable.

**Article 53** Delivery of Checked Baggage

53.1 Passengers should claim their baggage by the identification stubs of their baggage tags immediately after their flights arrive. Passenger tickets should be handed over for verification when necessary.

53.2 Under the circumstance where any passenger fails to claim his or her baggage immediately, Spring Airlines has the right to charge passenger storage fee from the day after the baggage arrives. Spring Airlines has the right to dispose of any perishable items carried in passengers' baggage 24 hours after the baggage arrives.

53.3 Spring Airlines delivers baggage by identification stub of baggage tag only. It shall assume no responsibility for whether the person who claims the baggage is the passenger himself or herself nor any loss or expenses caused thereby.

53.4 Once the passengers' delayed baggage arrives, Spring Airlines should notify the passengers to claim their baggage immediately. Unless otherwise stipulated by the state, in the case of delayed arrival of checked baggage caused by non-passenger reasons and the passenger requests direct delivery, Spring Airlines shall directly deliver the checked baggage to the passenger free of charge or negotiate a solution with the passenger. Spring Airlines may not charge storage fee for delayed baggage.

53.5 In the event that a passenger raises no objection while claiming his or her baggage, it shall be deemed as the checked baggage has been delivered in good condition, unless otherwise provided by law.

53.6 Spring Airlines has the right, but not the obligation, to verify the passenger and the checked baggage. If the passenger is unable to present the identification stub of the claimed baggage, he/she must present sufficient evidence to confirm his/her right to the claimed baggage. If necessary, Spring Airlines may require the passenger to present a corresponding letter of commitment to assuming any liability that may be caused to Spring Airlines as a result of claiming the aforesaid baggage.

**Article 54 Undeliverable Baggage**

Spring Airlines may dispose of any undeliverable baggage that's not claimed 90 days after it arrives according to relevant rules.

**Article 55 Disposal of Abnormal Carriage of Baggage**

55.1 In the case of baggage delay, loss or damage, Spring Airlines or its authorized ground handling agents should fill out the Baggage Carriage Accident Record or the Accident Record for Damaged Baggage together with the passenger, find out the cause as soon as possible and forward the findings to the passenger and any unit concerned. Compensation for baggage may be handled at the airport of departure, scheduled stop or airport of destination.

55.2 Under the circumstance where the checked baggage of any non-local passenger fails to arrive at the airport along with the passenger by the same flight due to the reason of Spring Airlines or its ground handling agent, which causes the passenger certain inconvenience, Spring Airlines shall give the passenger compensation for temporary supplies.

55.2.1 We do not provide compensation for daily necessities in the following cases:

- (1) The baggage cannot be checked on the same flight due to the passenger's own reasons;
- (2) The destination is the passenger's place of residence;
- (3) The baggage arrives on the same day.

55.2.2 Appropriate compensation fee for temporary supplies of RMB 100-500 yuan shall be issued to passengers in one lump sum. Unless the passenger can prove that there are other actual losses, this compensation fee is the full amount that the passenger can claim.

55.2.3 If the baggage is found after payment of the compensation for temporary daily supplies, the passenger is not obliged to return the compensation.

**Article 56 Claim for Compensation**

In the event that any passenger's checked baggage is lost or damaged, he/she should submit a claim for compensation to Spring Airlines or its ground handling agents within the time limit specified in Article 70 hereof, and provide the latter with his or her passenger tickets (or photocopy), identification stub of baggage tag, Baggage Carriage Accident Record or Accident Record for Damaged Baggage, evidence for the content and price of the baggage as well as other relevant evidence.

**Chapter XII Passenger Behaviors on Board**

**Article 57 Unlawful Interfering Acts and Disturbing Acts**

57.1 If a passenger's act on the aircraft endangers the safety of the aircraft or any person or property on the aircraft, or hinders the crew members from performing their duties, or fails to obey the crew's instructions, or the passenger has other acts to which other passengers have reason to object, the captain may take such measures as he/she deems necessary to prevent the continuation of such acts, including the imposition of discipline on the passenger. The passenger may be asked to deplane at any location and be refused to continue his/her travel on the aircraft, and may be prosecuted for misconduct in the cabin.

## 57.2 Disposition of Unlawful Interfering Acts and Disturbing Acts

57.2.1 Unlawful interfering acts refer to acts or attempts such as endangering the safety of civil aviation and others.

Unlawful interfering acts include but are not limited to:

- (1) Unlawful hijacking of an aircraft;
- (2) Destroying an aircraft in use;
- (3) Taking hostages on an aircraft or at an airport;
- (4) Breaking into an aircraft, an airport, or an aviation facility;
- (5) Bringing weapons or dangerous devices or materials to an aircraft or an airport for criminal purposes;
- (6) Causing death, serious bodily injury, or serious damage to property or the environment through an aircraft in use;
- (7) Disseminating false information that endangers the safety of passengers, crew, ground personnel or the general public on an aircraft in flight or on the ground, at an airport, or in a civil aviation facility.

57.2.2 Disturbing acts refer to acts on an aircraft that do not comply with the code of conduct or the instructions of airport staff or crew, thereby disturbing the good order at the airport or on the aircraft, which mainly include:

- (1) Forcibly occupying seats or baggage racks;
- (2) Fighting with others or provoking troubles;
- (3) Illegally using mobile phones or other prohibited electronic devices;
- (4) Theft, intentional damage or unauthorized movement of life-saving items and other aviation devices or forcible opening of emergency doors;
- (5) Smoking (including electronic cigarettes) or using fire;
- (6) Indecent assault or sexual harassment of people in the cabin;
- (7) Disseminating obscene materials and other illegal printed materials;
- (8) Hindering crew members from performing their duties;
- (9) Any other acts that is a threat to flight safety and disruption of order on the aircraft.

### 57.2.3 Disposal Measures

**In accordance with national laws and civil aviation regulations, Spring Airlines will take necessary stopping and subduing measures or restraining measures against passengers' unlawful interfering acts and disturbing acts that occur in the cabin, and ask them to leave the aircraft before takeoff or after landing, and has the right to claim compensation according to the losses caused by the passengers.**

**For passengers who disturb the order on the aircraft and the order of civil aviation transportation, endanger the personal and property safety of passengers and crew members, the flight safety of the aircraft, and public safety, refuse to listen to the crew's dissuasion or warnings, smoke to trigger the smoke alarm, or hinder the crew members from performing their duties, Spring Airlines will call the police when necessary and hand them over to public security organs or judicial organs.**

57.3 If a passenger is refused by Spring Airlines due to the acts listed in Paragraph 57.2 of these Terms, the ticket and taxes for the flight will not be refunded, and the rest unused passenger tickets shall be handled in accordance with the voluntary change and refund provisions of these Terms.

## Article 58 Use of Portable Electronic Device

### 58.1 Portable electronic devices unrestricted on board

- (1) Portable recorder;
- (2) Hearing aids;
- (3) Cardiac pacemaker;
- (4) Electric razor;

(5) Small portable (one-handed) electronic devices that do not affect the aircraft navigation and communication system during use and can be quickly and securely placed in the seat pocket, including but not limited to:

(a) Small portable electronic devices with airplane mode, such as mobile phone and PAD, but the airplane mode should be turned on during flight, that is, the cellular mobile communication (voice and data) function should be turned off;

(b) E-reader;

(c) Small portable electronic device with wireless transmission function (transmitting power below 100mW).

(6) Life-sustaining medical electronic devices and equipment (with corresponding certification documents).

#### 58.2 Portable electronic devices restricted on board

Large portable (non-one-handed) electronic devices with wireless transmission function (transmitting power below 100mW) such as laptop are prohibited from use during critical flight phases, and are allowed during the cruise phase, with the airplane mode on.

#### 58.3 Portable electronic devices banned in the air

Portable electronic devices with a transmission power of 100mW or more whose transmission function cannot be turned off, including but not limited to:

(1) Portable electronic devices whose cellular mobile communication (voice and data) function cannot be turned off, such as mobile phones without airplane mode, mobile Wi-Fi, etc;

(2) Satellite phone;

(3) Interphone;

(4) Remote controlled toys and other portable electronic devices with remote controllers;

(5) Special equipment for confidential transportation (including lithium batteries and radio transmission devices).

#### **58.4 The use of lithium battery power banks is prohibited throughout the flight.**

#### **Article 59 Smoking Prohibition on Flights**

Smoking is prohibited on all Spring Airlines flights, and smoking tobacco and its substitutes are not permitted in any area of the aircraft.

#### **Article 60 Safety Belts**

60.1 Passengers should always keep their safety belts buckled on while they are seated.

60.2 Infants can be held by adults or restrained by infant seat belts.

### **Chapter XIII Passenger Services**

#### **Article 61 General Provisions**

61.1 Adhering to the principle of ensuring aircraft safety and flight regularity and providing good services, Spring Airlines is dedicated to offering satisfactory air and ground handling service for passengers with a polite, warm and attentive attitude.

61.2 Spring Airlines is not responsible for the surface transport within the airport, between the airport and downtown or between airports in the same city, and Spring Airlines shall assume no responsibility for any act or omission of the provider of such surface transport service. In the event that Spring Airlines provides passengers with surface transport according to certain paid service agreement signed separately, these Terms shall not apply to such surface transport service.

61.3 The board and lodging and transportation expenses at the airport of connecting flight shall be borne by passengers themselves.

61.4 Under the circumstance where any passenger gets sick during the carriage by air, Spring Airlines should take active measures and try its best to rescue the passenger.

61.5 Except for the SpringPlus Class products on some flights, Spring Airlines does not provide free food and beverage on its flights. However, Spring Airlines will provide certain variety of paid meals, beverages and goods for passengers to choose. Spring Airlines may, according to its own security and service conditions, provide passengers with special additional paid services.

## **Article 62 Services for Abnormal Flights**

### 62.1 Information Notification

62.1.1 Spring Airlines should provide the passengers with timely, accurate information on flight delay or cancellation, including the reason for flight delay or cancellation and flight status, through public information platform, official website, customer service center, SMS, phone call, announcement and so on within 30mins after getting the update on the flight status.

62.1.2 Spring Airlines and its authorized sales agents should strengthen their information communication and sharing, and communicate the information about the delay or cancellation announced by Spring Airlines to the passengers in time.

### 62.2 Board & Lodging Services

In the event of flight delay or cancellation, Spring Airlines and its ground handling agents shall provide the passengers with board and lodging services (free standard rooms with toilets) according to the following circumstances:

62.2.1 Under the circumstance where any flight is delayed or cancelled at the airport of departure due to the carrier's fault such as aircraft maintenance, flight deployment, flight crew and so forth, Spring Airlines shall provide meals or accommodation services for passengers. In the event of on-board delays, it shall be implemented in accordance with the Spring Airlines Contingency Plan for On-board Delays published on the official website of Spring Airlines.

62.2.2 Under the circumstance where any flight is delayed or cancelled at the airport of departure not due to the carrier's reasons such as weather, emergency, air traffic control, security check, passenger and so forth, Spring Airlines will help the passengers with meals and accommodation at the expense of the passengers themselves.

62.2.3 In the event that any domestic flight gets delayed or cancelled at any airport of scheduled stop for whatever reason, Spring Airlines shall provide meals or accommodation services for the passengers.

62.2.4 In the event that any domestic flight lands at an alternate airport for whatever reason, Spring Airlines shall provide meals or accommodation services for the passengers.

### 62.3 Ticket Services

See Chapter VIII and IX of these Terms for more information on ticket services during flight delay or cancellation.

### 62.4 Passenger Services

62.4.1 Under the circumstance where any flight gets delayed or cancelled, Spring Airlines, its authorized sales agents or authorized ground handling agents will serve passengers who need special care first, including the disabled, seniors, pregnant women, unaccompanied minors and so on.

62.4.2 In the event that any passenger demands written proof of flight delay or cancellation, Spring Airlines should provide him or her with such certificate in time.

62.4.3 Under the circumstance where any flight gets delayed or cancelled, Spring Airlines and its authorized ground handling agents should provide passengers with reasonable explanations and services.

62.4.4 Spring Airlines shall develop and publish its onboard delay emergency plan to the public. Such plan should cover services such as onboard information notification for delay as well as conditions and restrictions for deplaning.

62.4.5 In order to provide better services to passengers and make their travel more convenient and comfortable, Spring Airlines will send the following information based on the contact information provided by the passengers, including but not limited to flight updates, seat selection, check-in and boarding reminders, insurance, baggage allowance and meal purchase, membership rules and destination product recommendations. The passengers understand and agree to this, and the passengers have the right to expressly refuse this service of Spring Airlines. Spring Airlines shall not be responsible for any consequences caused by the failure of passengers to receive the aforementioned information due to the telecommunication service reasons, passengers' refusal of service, or other reasons unrelated to Spring Airlines.

**62.5 Spring Airlines does not promise any other compensation for flight delay or cancellation caused by whatever reason.**

#### **Article 63 Handling of Complaints**

Service and complaint hotline of Spring Airlines: 95524.

Email for acceptance of complaints: cs@ch.com.

Online channel for acceptance of complaints: Online customer service of Spring Airlines.

### **Chapter XIV Additional Services**

#### **Article 64 General Provisions**

64.1 Under the circumstance that Spring Airlines arranges other service provided by a third party besides carriage by air for passengers, or that Spring Airlines issues passengers any ticket or receipt voucher for any (non-aircraft) carriage or service provided by a third party, such as surface transport, hotel reservation or vehicle rental, Spring Airlines is only serving as an agent of such third party and will not be held liable for whether the passenger would get such services or the quality of such services while arranging above additional services. Unless otherwise required by law, Spring Airlines shall not be liable for any loss arising from the additional services. Terms and conditions of third party service providers apply to such services in this case.

64.2 In the event that Spring Airlines also offers surface transport, these Terms do not apply to such surface transport. If the entire journey from departure till arrival comprises both air transport and multi-modal transport by other means, these Terms are only applicable to the air transport segment. In the event that transport by other means is expressly stated as part of the agreement, these Terms can also apply to other segment, provided that there isn't any contradictory proof against it.

### **Chapter XV Administrative Procedures**

#### **Article 65 General Provisions**

65.1 All passengers must comply with China's laws, government regulations, orders, requirements and various rules on air travel, and accept any security check arranged by the government, airport authority and Spring Airlines.

65.2 Passengers should provide all valid documents required by China's laws, government regulations, orders, requirements or other travel conditions. Passengers shall be responsible for getting any travel documents and visa required by the country to enter, leave or transit, and shall follow all of the country's laws, regulations, orders, instructions and travel requirements.

**65.3 Spring Airlines reserves the right to reject carriage of any passenger who fails to follow above provisions or any passenger whose travel document is not in compliance with relevant requirements.**

#### **65.4 Denied Entry**

Under the circumstance where any passenger has been denied entry, he or she should compensate any fine or fee that Spring Airlines is charged by relevant government as well as the carriage fare for the passenger to return from

the country. Spring Airlines shall not return the fare for transporting the passenger to the place where he or she is denied entry.

65.5 Passengers shall assume expenses such as the fine, detention charge and so forth. Spring Airlines shall not be held liable for any loss or harm caused during such inspection, or any loss or harm resulting from passengers' failing to follow such requirements. Under the circumstance where Spring Airlines is asked to pay any penalty or fine, or bear any cost because any passenger fails to observe the laws, regulations, orders, requirements or other travel rules of relevant country, or fails to present the certificate required, the passenger should compensate for any payment or cost Spring Airlines bears for such cause. Spring Airlines may take above expenses out of the fare for the passenger's unused segment or the passenger's money that is held by Spring Airlines. In order to avoid any loss, passengers should learn and follow relevant provisions of the country of destination, departure or transit before travelling.

#### 65.6 Customs Inspection

If so requested, passengers should accept the inspection of the customs or other government officers for their baggage.

#### 65.7 Security Check

Passengers should accept any security check required by or needed to be performed by relevant government officer, airport staff, other carrier or Spring Airlines. Spring Airlines will not be held liable for any bodily injury, property loss or damage caused by such inspection unless such injury, damage or loss is due to Spring Airlines' fault.

65.8 Passengers should be present when relevant authorities are checking their checked or unchecked baggage. Spring Airlines shall not be held liable for any loss resulting from passengers' absence during the security check.

### **Chapter XVI Liability for Damages & Limit of Compensation**

#### **Article 66 General Provisions**

66.1 Spring Airlines is responsible for any damages occurred while it's fulfilling its air transport duties, unless otherwise specified in relevant laws or contract.

66.2 Spring Airlines shall assume no responsibility for any damages resulting from its following or passengers' failing to follow China's laws, government regulations, orders and requirements.

66.3 Spring Airlines' scope of liability shall not exceed the amount of the damages verified. Spring Airlines shall not be held liable for any indirect damages or consequential damages. Where permitted by law, Spring Airlines shall not be liable for any mental damages, nor shall it be liable for damages arising from legal expenses.

66.4 Spring Airlines shall be only liable for carriage damages on its own flights according to law; in the event that Spring Airlines issues passenger tickets or checks in baggage for flights run by other carriers, it can only serve as the agent of such carriers in this case.

66.5 For the damages caused or contributed to by the fault of the passenger, Spring Airlines may, in accordance with applicable laws and regulations, be exempted and mitigated from the corresponding liability for compensation.

66.6 Spring Airlines shall not be liable for any injury to the passenger or damage to his/her baggage caused by his/her baggage or the content therein. Passengers who cause injury to others or damage to the property of Spring Airlines due to their articles shall compensate Spring Airlines for all losses resulting therefrom and all expenses paid by Spring Airlines.

66.7 If Spring Airlines can prove that such damages are caused by the fault of the claimant or those from whom the claimant is granted with right, Spring Airlines should be exempted or mitigated from its liability accordingly based on the degree of the fault that caused or contributed to such damages. In the case of compensation claim made by someone else other than the passenger for passenger casualty, if Spring Airlines can prove that the

passenger is the one who caused or contributed to such casualty, Spring Airlines should also be exempted or mitigated from its liability accordingly based on the degree of the fault that caused or contributed to such loss.

66.8 Spring Airlines endeavors to provide third-party commercial liability insurance products for passengers to choose and purchase at their own expense, in order to mitigate possible delays in liability coverage or inadequate risk coverage. The payment of commercial liability insurance shall be without prejudice to Spring Airlines' legal liability for damages.

66.9 Any liability or limitation in relation to Spring Airlines in these Terms shall also apply to Spring Airlines' agents, employees and representatives and to any person whose aircraft is used by Spring Airlines and its agents, employees and representatives. The aggregate compensation paid by Spring Airlines and above mentioned agent, employee, representative as well as anyone else shall be no more than the liability limitation of Spring Airlines.

66.10 Unless expressly provided by law, these Terms put Spring Airlines subject to any provisions of relevant laws and regulations regarding the exemption or limitation of liability of Spring Airlines.

66.11 The liability for damages and compensation limit of regional routes should be subject to the provisions of international routes.

66.12 Spring Airlines shall provide reasonable compensation in accordance with Chinese laws and regulations or relevant international conventions for losses caused by delays in air transportation of passengers and baggage. However, where flight delays are not caused by Spring Airlines' intentional behaviors or gross negligence or unforeseen, uncontrollable or unavoidable reasons, or Spring Airlines is able to prove that it or its employees or agents have already taken all reasonably required measures to avoid losses or that all such measures are unavailable, Spring Airlines shall not be liable for compensation.

66.13 After the flight is delayed or cancelled, passengers shall take reasonable measures in time to avoid additional losses. If the passenger failed to take reasonable measures in time and the losses increased, Spring Airlines shall not compensate for the extra part.

66.14 International air transport defined by the Convention shall be subject to the liability rules as specified in the Convention. For international air transport which does not fall within the definition of the Conventions, Spring Airlines shall be liable for any damage to passengers and baggage caused by transportation in accordance with the relevant provisions of the *Montreal Convention*.

#### **Article 67** Liability Limitation

##### 67.1 Applicability of Liability Limitation

67.1.1 If it falls under "international carriage by air" specified in The Montreal Convention signed in 1999, provisions on limitation of liability in the Convention shall prevail.

67.1.2 If it falls under "international carriage by air" specified in The Warsaw Convention signed in 1929 or The Hague Protocol signed in 1955, but doesn't fall under "international carriage by air" specified in The Montreal Convention signed in 1999, provisions on limitation of liability in the first two shall apply.

67.1.3 If it doesn't fall under "international carriage by air" specified in any convention, bilateral treaty or relevant provisions of domestic laws, government regulations or orders such as the Civil Aviation Law of the People's Republic of China shall prevail.

##### 67.2 Provisions on Liability Limitation in the Conventions

###### 67.2.1 The Warsaw Convention and The Hague Protocol

67.2.1.1 Spring Airlines' liability limitation for passenger casualty shall not be greater than 250,000 French gold francs or money equivalent.

67.2.1.2 Spring Airlines' liability limitation for checked baggage is 250 French gold francs or money equivalent per kilogram at most; its liability limitation for unchecked baggage and passengers' carry-on items is no more

than 5,000 French gold francs or money equivalent per passenger. Under the circumstance that there's no clear weight on the passenger's baggage ticket, the total weight of checked baggage shall be deemed as no more than the applicable free baggage allowance for the passenger's seat class.

67.2.2 The Montreal Convention signed in 1999

67.2.2.1 Article 20 and paragraph 1 of Article 21 of the Montreal Convention are applicable to Spring Airlines' liability for passenger casualty of no more than 151,880 SDRs per passenger.

67.2.2.2 For any damages caused by delay in the course of carriage by air, Spring Airlines' liability limitation is no more than 6,303 SDRs or money equivalent per passenger. However, if it's proved that Spring Airlines and its employees and agents have already taken all reasonable actions to prevent such damages or that it's impossible to take such actions, Spring Airlines shall not be held liable for such damages caused by the delay.

67.2.2.3 Spring Airlines' liability limitation for baggage (including checked and unchecked baggage) is no more than 1,519 SDRs or money equivalent per passenger.

#### **Article 68 Passenger Casualty**

68.1 Spring Airlines will be held liable for the casualty accidents of passengers that happen on Spring Airlines' aircrafts or during the process of getting on or off the aircraft. In the event that the age, mental or health condition of any passenger causes any harm or danger to him/her, thereby causing or aggravating any disease, injury, disability or death of the passenger, Spring Airlines shall not be held liable.

68.2 During domestic carriage, Spring Airlines assumes responsibility in accordance with the Civil Aviation Law of the People's Republic of China and relevant provisions on the liability limitation of carriers for domestic air transport.

68.3 During international carriage, in the case of international air transport defined by international conventions, Spring Airlines assumes responsibility in accordance with applicable international conventions; in the case of international air transport not defined by the Warsaw Convention, the Hague Protocol, or the Montreal Convention, Spring Airlines assumes compensation responsibility with reference to relevant provisions of the Montreal Convention.

#### **Article 69 Compensation for Baggage**

69.1 Spring Airlines shall be liable for any destruction, loss or damage of passengers' checked baggage between the time when it's checked in and the time when it's delivered to the passengers.

69.2 Spring Airlines will not be held liable if it can prove that it has already taken all reasonable actions or that it's impossible to take such actions.

69.3 Spring Airlines will not be liable for any damage of baggage resulting from the intrinsic nature, quality or defect of the baggage.

69.4 Spring Airlines shall assume no responsibility for any personal injury or property damage caused by the passenger's baggage. In the event that the items in any passenger's baggage cause any harm to others or any damage to others' belongings or Spring Airlines' properties, the passenger involved should compensate for all of Spring Airlines' loss and all expenses thus paid.

69.5 Spring Airlines shall assume liability for loss or damage of items listed in Article 40 of these Terms that are carried secretly in checked baggage as common checked baggage only.

69.6 In the case of connecting flight, Spring Airlines shall assume compensation liability for damage of baggage that's transported through the air routes its runs only.

69.7 Under the circumstance where all or part of any passenger's checked baggage is damaged or lost during domestic carriage, Spring Airlines shall assume the relevant liability in accordance with the limitation of liability for domestic air carriers. The compensation for the damaged checked baggage shall be no more than RMB 100

yuan per kilogram; the damaged baggage will be compensated according to its actual value when its value is less than RMB 100 yuan per kilogram; the maximum amount of compensation for passengers' unchecked baggage shall not exceed RMB 3,000 yuan. If the value of the unchecked baggage is lower than the above limit, the unchecked baggage will be compensated according to its actual value.

69.8 In the event of destruction, loss or damage to any item in the passenger's checked baggage or baggage, the weight used to determine Spring Airlines' liability limitation shall be the weight of the damaged baggage or item only. Under the circumstance where the weight of the lost baggage is uncertain, the weight of the lost baggage should only be determined as the free baggage allowance the passenger is entitled to at most.

69.9 If a passenger's checked baggage is destroyed or lost, in the case of compensation for baggage, the excess baggage charge for the damaged baggage should be refunded.

69.10 For the domestic leg of international transportation, compensation for baggage shall be handled in accordance with the applicable regulations of compensation for baggage in international transportation.

69.11 Spring Airlines should inform relevant passengers as soon as possible after the lost baggage that has already been compensated is found. Relevant passenger should take back his or her baggage and return all of the compensation except for the compensation for temporary supplies. Under the circumstance where any fraud is found, Spring Airlines has the right to take back all of the compensation and take legal actions against relevant passenger.

#### **Article 70 Time Limit for Filing Claims and Lawsuit**

70.1 The acceptance by the passenger of the checked baggage without objection may be regarded as preliminary evidence that the checked baggage has been delivered in good condition and in conformity with the carriage certificate. Passengers are required to inform Spring Airlines of all lost baggage upon arrival of the flight and go through the formalities of abnormal baggage carriage records, which will serve as the original basis for raising objections. Spring Airlines will not accept the notification not made to Spring Airlines within the time limit as specified in Paragraph 70.2 of these Terms, and will not bear any responsibility for the possible loss of passengers.

70.2 In the event that any passenger's checked baggage is damaged and the passenger intends to claim compensation, the person who has the right to file a claim should raise an objection in written form to Spring Airlines after finding the damage. In the case of damaged checked baggage, the objection should be raised within 7 days as of the day the baggage is received at the latest; in the case of delayed checked baggage, an objection should be raised within 21 days as of the day the baggage is delivered to the passenger at the latest. Those who fail to raise any objection within the specified time limit may not file a claim for damages against Spring Airlines.

70.3 The limitation of action for liability for damages in air transport is two years and it should start as of the day the aircraft arrives at the airport of destination or the day the aircraft is supposed to arrive at the airport of destination or the day when the carriage finishes. Passengers will lose their right to claim compensation for damage should they fail to take a legal action within the time limit.

#### **Chapter XVII Effectiveness & Modification**

**Article 71 These Terms shall take effect as of March 28, 2025 and simultaneously replace the *General Terms and Conditions for Carriage of Passengers and Baggage of Spring Airlines Co., Ltd.* formulated and implemented previously.**

**Article 72** In the event the provisions of these Terms conflict with any mandatory provisions of relevant laws and regulations, the laws and regulations shall prevail though it does not affect the legal force of remaining provisions of these Terms. Where some provisions of the Civil Aviation Administration of China (CAAC) on which these

Terms are based are updated or modified subsequently, which results in inconsistency between CAAC provisions and provisions hereof, the latest provisions introduced by CAAC shall prevail.

**Article 73** Spring Airlines has the right to modify these Terms and its air transport rules in accordance with the provisions and procedures specified by CAAC without giving prior notice. However, amendments that restrict the rights or increase the obligations of passengers shall not apply to passengers who purchased tickets prior to the amendments, unless otherwise provided by national law. Where some provisions herein are inconsistent with other carriage provisions released via Spring Airlines' official channels, in principle, those released on a later date shall prevail.

**Article 74** Spring Airlines' employees, authorized sales agents, authorized ground handling agents or other agents and their employees do not have the right to violate or modify these Terms, nor shall they over-interpret these Terms and make promises to passengers that go against the intent hereof.

**Article 75** Although Spring Airlines tries to keep the consistency among various language versions, the other text versions of these Terms are only for the convenience of a specific customer group to read and understand. If there are inconsistencies or ambiguities among the versions or translations, this simplified Chinese version shall prevail.