

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

## AIRLINES CO., LTD.

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### Article 1 General Provisions

#### 1.1 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.

#### 1.2 Scope of Application

##### 1.2.1 Basic Principles

1.2.1.1 Unless otherwise stipulated in 1.2.1.3, 1.2.2 and 1.2.3 of these Terms, these Terms shall apply to public air services provided by Spring Airlines for the non-free carriage of passengers and baggage by civil aircraft. These Terms shall constitute part of the contract of carriage between Spring Airlines and passengers, and the rights, obligations and liabilities of both parties shall be governed by these Terms.

1.2.1.2 For contents subject to frequent changes set forth in these Terms, Spring Airlines has separately formulated documents including the Instructions on the *Carriage of Special Passengers* and the *Terms of Using Passenger Tickets*, all of which shall be deemed an integral part of these Terms. In the event of any inconsistency between the aforesaid documents and these Terms, the separately formulated documents shall prevail.

1.2.1.3 For free and special fare carriage, the corresponding special fare rules shall apply first. If there are no corresponding rules or no provisions, the relevant clauses hereof shall apply.

##### 1.2.2 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.

##### 1.2.3 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.

#### 1.3 Language Versions

These Terms are drafted in Chinese and translated into other language versions. In the event of any inconsistency between the Chinese version and other language versions, the Chinese version shall prevail.

#### 1.4 Other Provisions

The heading of each clause in these Terms is for convenience of reference only and shall not be used for the interpretation of the content of the clause.

### Article 2 Special Conditions of Carriage

#### 2.1 Restriction on Carriage

2.1.1 Passengers who need special care or who may be carried only under specific conditions, such as unaccompanied minors, infants, sick or disabled passengers, pregnant women, blind persons, deaf-mute persons, prisoners or criminal suspects, must comply with relevant transportation regulations of Spring Airlines and shall obtain prior consent from Spring Airlines with necessary arrangements made. The relevant carriage rules shall be

subject to the *Instructions on the Carriage of Special Passengers* separately formulated by Spring Airlines, which constitute an integral part of these Terms. In case of any inconsistency between the Instructions and these Terms, the provisions of the Instructions shall prevail.

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

- (1) Children and infants under 5 must be accompanied by adults over 18 with full capacity for civil conduct.
- (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.
- (3) Spring Airlines does not carry infants less than 14 days old or premature infants less than 90 days old.
- (4) The above age is calculated by the date of flight.

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

## 2.2 Refusal of Carriage

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

2.2.1 Passengers who violate applicable laws, regulations, orders and other provisions of the countries or regions of the place of departure, stopover, destination or overflight.

2.2.2 Passengers who refuse to undergo screening, or whose checked or carry-on baggage has not undergone screening.

2.2.3 Passengers whose documents and tickets do not meet the requirements, including:

- (1) Passengers who fail to present valid identity documents and valid travel documents or who may be repatriated en route due to failure to confirm connecting flights.
- (2) Passengers who hold invalid tickets, illegally obtained tickets or forged tickets, or fail to pay the applicable fare, taxes, fees, etc.

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

- (1) Passengers who are not conscious or unable to restrain themselves due to physical discomfort during check-in;
- (2) 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;
- (3) Psychiatric patients or intermittent psychiatric patients during the course of the illness;
- (4) Passengers unfit for air travel due to injury or illness, as diagnosed by the airport medical institution or assessed on-site by ground handling personnel;
- (5) Pregnant women whose gestational weeks cannot be confirmed or who are judged unfit to fly by the check-in agent;
- (6) Passengers who are unable to take care of themselves due to injury, illness, infirmity or mental condition, without a dedicated companion during travel, or whose companion is unable to independently assume the responsibility of care and supervision;
- (7) Passengers suffering from or suspected of suffering from infectious diseases that pose a direct threat to the health of other passengers or crew members;
- (8) Passengers with peculiar odors or special eccentricities that may cause discomfort to other passengers.

2.2.5 Baggage not meeting transportation requirements, including:

- (1) A passenger carries items prohibited or restricted by the state, dangerous goods, or items liable to soil or damage the aircraft, and refuses the persuasion.

(2) The checked baggage of a passenger exceeds the weight or size limits specified by Spring Airlines, and the passenger refuses to split it for transportation.

(3) The baggage has abnormal odor or has already decomposed, and the passenger refuses the persuasion.

(4) A passenger carries unapproved police equipment, weapons or controlled knives.

(5) A passenger refuses to pay applicable excess baggage fees.

2.2.6 Passengers refusing to comply with exit seat restriction instructions issued by crew members or authorized Spring Airlines staff in accordance with Spring Airlines' regulations.

2.2.7 Passengers with physical disabilities for whom the only suitable seat is an exit seat.

2.2.8 The passenger is a person with disabilities subject to quantity limits, but the number of such passengers carried on the flight has reached the limit.

2.2.9 Passengers failing to comply with Spring Airlines' regulations, unwilling or refusing to follow the arrangements and advice of Spring Airlines staff.

2.2.10 Spring Airlines shall not refuse to carry a passenger solely on the ground that the passenger needs assistance from others to evacuate quickly to an exit in an emergency, which may be detrimental to flight safety. However, this shall not apply under the following circumstances:

(1) The passenger fails to inform the Company of such assistance needs in advance in accordance with its regulations;

(2) The Company is unable to make necessary assistance arrangements for the passenger on the flight in accordance with its assisted evacuation procedures.

2.2.11 Passengers endangering aircraft safety, or with words, motives or behaviors threatening flight safety, or who have committed any act that may endanger the safety of the aircraft or passengers on board during air transport, and the Company has reasonable grounds to believe that such situation may reoccur.

2.2.12 Passengers restricted from air travel pursuant to 2.1 hereof.

2.2.13 Other circumstances stipulated by laws, regulations or these Terms.

### **2.3 Arrangements for rejected passengers**

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

2.3.1 Tickets of passengers who fall under the circumstance described in 2.2.4 hereof will be handled as involuntary refund described in these Terms.

2.3.2 Unless otherwise stipulated by the state, tickets of passengers who fall under the circumstance described in other paragraphs of 2.2 hereof will be handled as voluntary change or refund described in these Terms.

2.3.3 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 2.2 hereof.

### **2.4 Travel Risks and Liability**

**Passengers shall confirm on their own whether their state of health is suitable for air travel. If a passenger suffers a sudden incident during the flight due to his/her own health reasons, resulting in the carrier taking necessary measures (including but not limited to diversion, emergency medical treatment, etc.) to ensure flight safety or public order, the carrier shall have the right to recover the additional expenses incurred therefrom from the passenger or his/her relevant liable party in accordance with the law. If a passenger knows that he/she is unfit for air travel but still purchases a ticket and travels by concealment, false statement or other improper means, thus constituting a breach of contract, he/she shall compensate the carrier for all losses suffered thereby (including but not limited to the aforesaid additional expenses, flight delay losses, etc.); if the act constitutes a crime, the case shall be transferred to the judicial organ for handling in accordance with the law.**

## **Article 3 Passenger Tickets**

### **3.1 General Provisions**

3.1.1 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.

3.1.2 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.

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

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

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

#### **3.1.6 Requirements for Using Passenger Tickets**

3.1.6.1 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.

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

3.1.6.3 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.

3.1.7 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.

### **3.2 Ticket Validity**

3.2.1 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.

3.2.2 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.

### **3.3 Loss of E-ticket Itinerary**

#### **3.3.1 Loss of Itinerary**

3.3.1.1 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.

3.3.1.2 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.

3.3.1.3 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.

3.3.1.4 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.

#### 3.3.2 Termination of Ticket Loss

3.3.2.1 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.

## **Article 4 Ticket Price & Taxes**

### **4.1 Applicability of Ticket Price**

#### 4.1.1 Ticket Price

4.1.1.1 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.

4.1.1.2 Ticket price is the applicable price on the day any passenger purchases his or her ticket. After a passenger purchases the ticket, if the fare is adjusted, the fare of the ticket already purchased by the passenger shall remain unchanged. If the passenger needs to change any content in the itinerary, including travel date, flight, etc., supplementary fare and taxes may be collected.

4.1.1.3 Tickets of different fares involve different change and refund restriction clauses. Passengers may choose the fare type according to their own needs and abide by the corresponding rules when changing or refunding tickets.

#### 4.1.2 Taxes and Fees

4.1.2.1 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.

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

4.1.2.3 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.

### **4.2 Special Fare**

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

4.2.1.1 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 Military Personnel Certificate of the People's Republic of China, Disabled People's Police Certificate of the People's Republic of China, and Disabled Fire and Rescue Personnel Certificate of the People's Republic of China respectively.

4.2.1.2 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.

#### 4.2.2 Children Fare

4.2.2.1 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. 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.

4.2.2.2 Children are charged 75% of the adult fare on international and regional flights carried by Spring Airlines, with seats provided.

#### 4.2.3 Infant Fare

4.2.3.1 The fare for infants on domestic flights carried by Spring Airlines will be 10% of the adult fare if the adult fare is equal to or higher than 50% of the regular fare. If the adult fare is less than 10% of the regular fare, the infant fare can be kept in line with the adult fare and there will be no seat for the infant.

4.2.3.2 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.

4.2.3.3 If an infant requires a separate seat, a child ticket shall be purchased. Each adult may carry a maximum of two infants; if more than one infant is carried, the additional infant shall purchase a ticket at the child fare and occupy a seat.

#### 4.2.4 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.

4.2.5 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.

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

4.2.7 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.

4.2.8 The special fares set forth in this Section (including fares for children, infants, disabled military personnel and police officers, and disabled fire and rescue personnel) shall be calculated in units of RMB 10 yuan, with amounts less than RMB 10 yuan rounded off.

### **4.3 Payment of Ticket Fare**

4.3.1 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.

4.3.2 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.

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

4.3.4 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.

4.3.5 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.

## **Article 5 Seat Reservation and Ticket Purchasing**

### **5.1 General Provisions**

5.1.1 Passengers may reserve seats and purchase tickets via Spring Airlines' official website, mobile website, APP, service hotline, ticket offices, authorized air sales agents or other channels recognized by Spring Airlines.

5.1.2 When reserving seats and purchasing tickets, passengers shall provide their own valid identity documents, which shall be the same as those used for check-in.

5.1.3 Passengers shall pay the fare within the ticket purchase period in accordance with the procedures prescribed by Spring Airlines. If payment is not completed, the fare and seat reserved will not be retained.

5.1.4 Any change or cancellation of the seat reserved by a passenger shall comply with the fare rules of the ticket and be requested within the time limit prescribed by Spring Airlines. If the ticket is subject to restrictions, the passenger's change or cancellation of the seat reserved shall only be subject to such restrictions.

5.1.5 Spring Airlines has the right to refuse ticket sales and carriage to passengers unfit for air travel. Passengers subject to carriage restrictions shall provide relevant certificates as required by Spring Airlines and may purchase tickets only with the consent of Spring Airlines.

5.1.6 When purchasing connecting flights, passengers must check and comply with the minimum connection time prescribed by local airports. Spring Airlines shall not be liable for any losses caused by the connection time of the connecting flights purchased by the passenger being shorter than the minimum connection time.

5.1.7 Spring Airlines has the right to set restrictions on tickets of certain fares to limit or exclude the right of passengers purchasing such tickets to make changes, refunds or endorsements. Spring Airlines will inform passengers of the conditions for changes, refunds and endorsements of the tickets.

5.1.8 For passengers who maliciously occupy seats or falsely purchase tickets, Spring Airlines reserves the right to restrict their seat reservations and ticket purchases as appropriate.

### **5.2 Personal Information**

5.2.1 Passengers shall ensure the accuracy of the personal data they provided to Spring Airlines and bear all consequences arising from the inaccuracy of such data. Such personal data is intended for the purpose of performing these Terms, including but not limited to seat reservation, ticket purchase and arrangement of relevant transportation services. By submitting an application for seat reservation or ticket purchase, passengers authorize Spring Airlines to retain their personal data for the performance of the air transport contract (including these Terms) and to transmit such data to relevant departments of Spring Airlines, other relevant carriers, relevant service providers or legally permitted institutions. Spring Airlines will take all reasonable and practicable security control measures to protect passengers' personal information. Passengers may inquire about Spring Airlines' Privacy Policy from Spring Airlines. The Privacy Policy is not part of these Terms.

5.2.2 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. For detailed rules on the cross-border transfer of personal information, please refer to relevant content of the *Privacy Policy* and the *Notice on the Cross-Border Transfer of Passengers' Personal Information* (link: <https://www.ch.com/departure-notice>).

## **Article 6 Passenger Ticket Overbooking**

### **6.1 General Provisions**

6.1.1 To meet the travel needs of more passengers and reduce the waste of flight seats caused by temporary travel cancellations by some passengers, Spring Airlines may conduct appropriate overbooking on certain flights. 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.

6.1.2 In the event that some passengers cannot travel on the originally scheduled flight due to overbooking, Spring Airlines will solicit passengers who voluntarily give up their travel and provide compensation and services in accordance with the negotiated standards. If sufficient volunteers cannot be solicited, Spring Airlines will deny boarding to some latecomers in the order of check-in time, except for passengers eligible for priority boarding. If you need it, Spring Airlines can issue a certificate for giving up the travel due to overbooking.

### **6.2 Volunteer Soliciting Procedures and Priority Boarding Rules**

6.2.1 In the event of flight overbooking, Spring Airlines will release flight overbooking information via telephone, SMS, notice or on-site broadcast before flight departure, solicit passengers who voluntarily give up their travel, and inform them of relevant compensation and service standards.

6.2.2 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, passengers carrying in-cabin pets, 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).

### **6.3 Compensation Rules for Overbooking and Change/Refund**

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

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

6.3.1.2 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.

6.3.2 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.

6.3.3 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.

6.3.4 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.

6.3.5 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.

6.3.6 If the local laws and regulations applicable to denied boarding due to flight overbooking stipulate otherwise, such laws and regulations shall prevail.

## **Article 7 Flight Schedule Adjustment, Delay, Cancellation, and Diversion**

### **7.1 General Provisions**

7.1.1 After the tickets are sold, Spring Airlines may change the flight schedule or aircraft type based on its reasonable judgment or operational needs. 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.

7.1.2 Spring Airlines will take all reasonable and necessary measures to avoid flight delays, cancellations or diversion. Spring Airlines shall not be liable for any losses caused to passengers if it has fulfilled the aforesaid obligations, or if it is unable to take corresponding measures due to force majeure, unavoidable circumstances or other reasons. Spring Airlines shall not be liable for the expansion of losses caused by passengers' failure to take appropriate measures, unless otherwise provided by Chinese laws and international conventions.

### **7.2 Services after Flight Delay, Cancellation or Diversion**

#### **7.2.1 Ticket Services**

7.2.1.1 If a flight is delayed, cancelled, diverted, or its scheduled departure time is advanced or postponed by 15 minutes or more, passengers may apply for involuntary changes or involuntary refunds in accordance with 8.2 or 9.2 hereof. If a passenger accepts an alternative flight arranged by Spring Airlines and requests a change or refund again due to his/her own reasons, the voluntary change or voluntary refund rules under 8.3 or 9.3 hereof shall prevail.

7.2.1.2 If a passenger misses a flight or fails to board due to reasons not attributable to the carrier, and applies for refund or change before Spring Airlines announces irregular flight information such as flight delay or cancellation, the voluntary refund or change rules shall prevail.

7.2.1.3 If a flight is declared an irregular flight after a passenger has completed change or refund procedures in accordance with voluntary refund or change rules, the change fee or refund fee already paid are non-refundable.

7.2.1.4 For connecting flights, if one segment is delayed, advanced, rescheduled or cancelled, it may be handled in accordance with the “involuntary change” or “involuntary refund” rules in these Terms. If the change of the segment results in the failure of normal connection with another segment, the passenger may apply for unified handling of the entire connecting itinerary as involuntary change or involuntary refund.

#### 7.2.2 Information Services

If a Spring Airlines flight is delayed, advanced, cancelled or diverted, Spring Airlines will provide flight status information by rule.

#### 7.2.3 Meal and Accommodation Services

7.2.3.1 If a flight is delayed or cancelled at the place of departure due to reasons attributable to Spring Airlines, Spring Airlines shall provide passengers with meals or accommodation, taking into full consideration the duration of the flight delay, meal time, flight operation conditions and other factors.

7.2.3.2 If a flight is delayed or cancelled at the place of departure due to reasons not attributable to Spring Airlines, Spring Airlines may assist passengers with meals and accommodation, and the expenses thereof shall be borne by the passengers themselves.

7.2.3.3 Regardless of the cause, if a domestic flight is delayed or cancelled at a stopover, Spring Airlines will provide meals or accommodation to passengers by rule.

7.2.3.4 Regardless of the cause, if a domestic flight is diverted, Spring Airlines will provide meals or accommodation to passengers by rule.

#### **7.2.4 Flight Delay or Cancellation Certificate**

In the event of flight delay or cancellation, Spring Airlines will provide a flight delay or cancellation certificate as required by passengers.

#### **7.2.5 Spring Airlines shall not undertake to provide any other compensation for flight delay or cancellation regardless of the cause.**

7.2.6 Regarding the scope of liability after flight delay, cancellation or diversion, Spring Airlines will provide corresponding services to passengers in strict accordance with the provisions of 7.2 hereof, and shall not undertake other liabilities, except for the aforesaid services and the mandatory provisions of applicable international conventions, laws and administrative regulations.

## **Article 8 Passenger Ticket Change**

### **8.1 General Provisions**

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

8.1.2 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.

8.1.3 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.

### **8.2 Involuntary Change**

8.2.1 When a passenger needs to change a ticket due to the following circumstances, Spring Airlines and its authorized sales agents may process one involuntary change for the passenger, with no change fee charged:

(1) The flight is delayed, canceled or advanced, the route is changed, or the carrier’s fails to operate the original flight;

(2) The flight taken by the passenger is delayed, whether due to reasons attributable to Spring Airlines or not, resulting in the connection time for the subsequent connecting flight being less than the minimum connection time (MCT), thereby requiring the passenger to change the ticket.

8.2.2.1 Spring Airlines may arrange flights on the same route for passengers within 10 days around the original flight date (including the same day). If no such flight is available, the passengers will be arranged on the nearest available Spring Airlines flight. The aforesaid free change service is limited to one time.

8.2.2.2 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).

8.2.2.3 If a passenger requests to change the carrier, the involuntary refund rules in these Terms shall prevail.

### **8.3 Voluntary Changes**

8.3.1 When a passenger voluntarily changes the flight or date, Spring Airlines and its authorized sales agents shall handle it in accordance with the published voluntary change rules on the condition that seats are available and time permits. The passenger shall bear the fare difference and relevant fees arising therefrom, except as otherwise provided in 8.3.2, 8.3.3 and 8.3.4 hereof.

8.3.2 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 their Disabled Military Personnel Certificate of the People's Republic of China, Disabled People's Police Certificate of the People's Republic of China, and Disabled Fire and Rescue Personnel Certificate of the People's Republic of China 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.

8.3.3 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.

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

8.3.5 If the fare after change is higher than the original fare, the passenger shall make up the difference and pay the corresponding change fee by rule. If the new fare is lower than the original fare, the passenger may apply for a refund of the original ticket in accordance with the voluntary refund rules and purchase a new ticket separately.

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

8.3.7 If a passenger voluntarily requests to change the carrier after purchasing the ticket, the voluntary refund rules in these Terms shall prevail.

### **8.4 Change of Itinerary**

If a passenger voluntarily requests to change the itinerary after purchasing the ticket, the voluntary refund rules shall prevail.

### **8.5 Group Passengers**

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

## **Article 9 Refunds**

### **9.1 General Provisions**

9.1.1 Refunds include voluntary refunds and involuntary refunds.

9.1.2 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.

9.1.3 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.

9.1.4 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.

9.1.5 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.

### **9.2 Involuntary Refunds**

9.2.1 Involuntary refunds shall be subject to the following rules:

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

9.2.1.2 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.

9.2.2 If a flight lands at a stopover not specified on the ticket, and the passenger applies for a refund as a result, the fare corresponding to the section from the landing point to the original destination shall be refunded, with no refund fee charged. The refund amount shall be calculated based on the discount rate or cabin class of the original ticket, and shall not exceed the total fare actually paid by the passenger. The section fare shall be calculated based on that published by the carrier; if there is no corresponding published fare, the refund shall be calculated based on the hard-seat train fare between the landing point and the original destination.

9.2.3 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.

### **9.3 Voluntary Refunds**

9.3.1 Unless otherwise specified in 9.3.2, 9.3.3, 9.3.4, 9.3.5 and 9.3.6 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.

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

9.3.1.2 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.

9.3.1.3 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.

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

9.3.2 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 their Disabled Military Personnel Certificate of the People's Republic of China, Disabled People's Police Certificate of the People's Republic of China, and Disabled Fire and Rescue Personnel Certificate of the People's Republic of China 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.

9.3.3 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.

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

9.3.5 Refund due to Illness

#### **9.3.5.1 Refund Conditions and Document Requirements**

If a passenger is unable to travel due to illness after purchasing the ticket and requests a refund, the application shall be submitted prior to the scheduled departure time of the flight. Upon verification by Spring Airlines that all of the following conditions are met, the refund fee may be waived:

##### **(1) Application time limit**

All refund documents shall be submitted to Spring Airlines prior to the scheduled departure time of the flight. If travel must be terminated due to sudden illness at the departure airport, stopover or diversion location of the flight, the carrier shall handle the refund in accordance with 9.3.5.2 for the passenger confirmed by the flight physician or a local hospital to be unable to continue his/her journey.

##### **(2) Medical certificate requirements**

###### **(a) Issuers:**

Within China: Must be a Grade II or above hospital, the information of which shall be verifiable on the official website of the National Health Commission.

Outside China, and Hong Kong, Macao and Taiwan regions: Must be a local regular hospital or a licensed physician.

**(b) Content requirements:** The certificate must be true and valid, affixed with the official seal of the hospital, clearly stating that the passenger is unfit for air travel on the flight date specified on the ticket (or recommending rest or bed rest, advising against travel, etc.), and including a recommended rest period covering the travel date. Diagnosis certificates, medical records, hospitalization certificates, etc. are all acceptable as valid documents.

**(c) Issuing time:** The issuing time of the medical certificate must be after the ticket issuance time and before the scheduled departure time of the flight.

##### **(3) Medical expense voucher requirements**

**(a)** The original or electronic version (including electronic invoice) of the medical expense invoice issued by the corresponding medical institution with an amount of not less than RMB 100 yuan must be provided. Invoice items

may include medicine fees, treatment fees, examination fees, hospitalization fees, registration fees, etc., among which examination fees are essential.

(b) Hospitalized passengers may provide a hospitalization deposit certificate or a detailed hospital charge list (both affixed with the official seal of the hospital).

(c) Military passengers who receive medical treatment in military hospitals and are unable to provide invoices may provide valid military identity certificates such as officer certificates and soldier certificates.

(d) All vouchers must be true and valid, and verifiable at official platforms of authorities such as the Ministry of Finance and Tax Bureau or via manual methods. Documents failing to pass verification shall be deemed as non-compliant.

#### **(4) Document review and supplement**

(a) Spring Airlines has the right to review all documents. For questionable applications, it has the right to require the passenger to supplement supporting documents within 10 days.

(b) If the location where the passenger receives medical treatment is inconsistent with the flight departure point, destination, household registration place or permanent residence, Spring Airlines has the right to require the passenger to supplement reasonable supporting documents for traveling to such location (e.g., hotel, transportation orders, etc.).

(c) For failure to provide or supplement documents as required, or false documents, the voluntary refund rules shall prevail.

**(5) Liability for false documents:** If forged or altered medical documents are found to be used, Spring Airlines shall pursue relevant legal liabilities by law and reserve the right to claim compensation for all losses.

#### **9.3.5.2 Calculation of Refund for Illness**

**(1) Application at the flight departure point:** Full refund of the fare for the unused segment.

**(2) Application at the stopover or diversion location:** Deduct the fare for the used segment (calculation method: normal fare from departure point to such location × original purchase discount), and refund the balance (no refund if there is no balance); taxes and fees for the used segment are non-refundable. The total refund shall not exceed the total fare actually paid.

(3) If there is no applicable fare from the diversion location to the original destination, the hard-seat train fare for such section shall be refunded.

#### **9.3.5.3 Refund for Companions**

Companions of the ill passenger may apply for fee-free refund at the same time, subject to the following:

(1) Application shall be submitted simultaneously with the ill passenger.

(2) If not under the same order as the ill passenger, valid relationship certificates such as household register, marriage certificate, and birth certificate must be provided.

(3) Limitation on the number of refunds:

(a) Default limit: Two adults and one child.

(b) Up to five persons (including adults and children) if valid family relationship certificates are provided.

(c) For companions who do not meet the above conditions, the voluntary refund rules shall prevail.

9.3.5.4 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.

#### **9.3.6 Refunds due to Death**

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

9.3.6.2 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.

9.3.6.3 In the case of refund for deceased passenger, 9.3.5.2 shall prevail.

9.3.6.4 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).

9.3.7 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.

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

#### **9.4 Group Passengers**

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

#### **9.5 Right to Reject Refunds**

9.5.1 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.

9.5.2 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.

#### **9.6 Refund Method**

9.6.1 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. Spring Airlines shall complete the refund operation within seven working days from the date of receiving the passenger's valid refund application, excluding the processing time of financial institutions.

9.6.2 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.

#### **9.7 Payee of Refund**

9.7.1 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.

9.7.2 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.

9.7.3 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.

9.7.4 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 9.7.1, 9.7.2 and 9.7.3, it shall be deemed as legitimate refund and Spring Airlines' carriage responsibility will be immediately relieved.

## **Article 10 Boarding**

### **10.1 Check-in Procedures**

10.1.1 Passengers shall complete check-in procedures, including baggage check-in and obtaining boarding credentials (paper or electronic), with their own valid identity documents used for ticket purchase before the check-in deadline of the flight.

10.1.2 The check-in deadline varies at different airports. Passengers shall check and comply with the specific time limits of the airport where the flight departs in advance to avoid missing the flight.

10.1.3 If a passenger fails to arrive at Spring Airlines' check-in counter or boarding gate on time, or fails to present valid identity documents and transportation documents, Spring Airlines has the right to refuse carriage to ensure the normal operation of the flight.

#### **10.1.4 Missed Flight**

(1) If a passenger misses the flight **due to reasons not attributable to Spring Airlines**, the change or refund shall be handled in accordance with the voluntary change or voluntary refund rules.

(2) If a passenger misses the flight **due to Spring Airlines' reasons**, the change or refund shall be handled in accordance with the involuntary change or involuntary refund rules.

10.1.5 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.

### **10.2 Seat Arrangement on Board**

10.2.1 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.

10.2.2 For safety, security or operational needs, Spring Airlines reserves the right to allocate or re-allocate seats on the plane, even after passengers have been seated. During check-in, if a passenger is assigned to an emergency exit seat, the staff will explain the safety obligations corresponding to such seat and obtain the passenger's consent. If the passenger takes the initiative to refuse such seat, or is assessed by ground or cabin staff as likely unable to perform the duties listed in 10.2.2.1, he/she shall be immediately reassigned to a non-exit seat.

#### **10.2.2.1 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.

#### **10.2.2.2 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 10.2.2.1 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 10.2.2.1 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 10.2.2.1. For example, he/she needs to take care of children or he/she may get hurt if he/she performs the above duties.

10.2.3 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.

### **10.3 Acceptance of Inspection**

10.3.1 Prior to boarding, passengers and their baggage must undergo screening; otherwise, Spring Airlines has the right to refuse carriage of such passenger or their baggage.

10.3.2 To ensure aviation safety, the government, airport or relevant screening authorities have the right to inspect passengers and their baggage in accordance with laws, regulations and safety requirements, including but not limited to equipment inspection, manual inspection and verbal questioning. The implementation and method of inspection shall be solely determined by the inspecting party. **Spring Airlines shall not be liable** for bodily injury, damage to or loss of baggage and articles suffered by passengers arising from the aforesaid screening, unless such damage is directly attributable to the willful misconduct or gross negligence of Spring Airlines, except as otherwise provided by Chinese laws or applicable international conventions.

### **10.4 Entry/Transit**

10.4.1 Passengers shall obtain on their own valid travel documents, visas or certificates required by health and epidemic prevention policies for travel from the place of departure, the agreed stopover to the destination, and shall also check and comply with all applicable laws, regulations, orders and travel provisions. Passengers who are unable to board or reach the destination due to failure to comply with relevant provisions shall bear corresponding responsibilities and losses on their own.

10.4.2 The information required under 10.4.1 hereof provided by Spring Airlines and its authorized agents is for the purpose of providing convenience and assistance to passengers, and Spring Airlines shall not be liable therefor.

Spring Airlines shall not be liable for any consequences arising from passengers' failure to obtain such documents or visas, or failure to comply with the aforesaid applicable laws, regulations, orders and travel provisions.

10.4.3 When Spring Airlines transports passengers refused transit or entry back to the place of departure or other places in accordance with government orders, such passengers shall pay all expenses incurred thereby. Fares already collected for carriage to the place of refusal of entry or repatriation are non-refundable.

10.4.4 If Spring Airlines is required to pay or deposit a fine or bear any expenses due to a passenger's failure to comply with the laws, regulations, orders, requirements and travel conditions of the relevant country or failure to produce the required documents, Spring Airlines has the right to require the passenger to reimburse the Company for the fees or deposits paid and all expenses incurred thereby.

## 10.5 Passengers' Boarding

### 10.5.1 General Provisions

The closing time of boarding gates varies for each flight. Passengers shall check and comply with the requirements on the closing time of boarding gates at each airport on their own to avoid failing to board.

### 10.5.2 Missing Flight

(1) In the case of missing flight **due to reasons not attributable to Spring Airlines**, the change or refund shall be handled in accordance with the voluntary change or voluntary refund rules of these Terms.

(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.

### 10.5.3 Taking Wrong Flight

(1) If a passenger takes a wrong flight due to reasons not attributable to Spring Airlines, the Company will arrange him/her to take the earliest available 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 voluntary refund rules shall prevail.

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

## 10.6 Discontinuation of Travel

10.6.1 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.

10.6.2 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.

10.6.3 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.

10.6.4 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.

## Article 11 Baggage Transport

## **11.1 General Provisions**

11.1.1 Spring Airlines accepts baggage that contains items in compliance with 16.34 of these Terms only.

11.1.2 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.

## **11.2 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:

### **11.2.1 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) Electroshock 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.

(16) For more information on dangerous goods regulations, please refer to the *Regulations on the Transportation of Lithium Batteries and Common Dangerous Goods* issued by Spring Airlines.

11.2.2 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.

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

11.2.4 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.

11.2.5 Living animals, except for small animals and service dogs as specified in 11.3.3.1 and 11.3.3.2 hereof.

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

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

### **11.3 Items Restricted for Carriage**

11.3.1 Items that may only be carried as unchecked baggage

(1) Batteries used in electronic equipment, electronic medical devices, electric wheelchairs or other mobility aids, including lithium batteries, fuel cells, etc.;

(2) Power banks and lithium batteries are prohibited from being checked as baggage. The following restrictions apply when they are carried onboard (lithium batteries used in electric wheelchairs are subject to separate provisions):

(a) Markings are complete and legible, and rated energy  $\leq 100\text{Wh}$ ;

(b) When rated energy  $> 100\text{Wh}$  and  $\leq 160\text{Wh}$ , approval by the Company is required and each passenger is limited to 2 pieces.

(3) Battery-containing electronic cigarettes (including electronic cigars, electronic pipes and personal vaporizers);

(4) Mercury barometers or mercury thermometers used by official institutions or enterprises;

(5) Other items specified by the CAAC.

### **11.3.2 Items that may only be carried as checked baggage**

(1) Sharp and blunt instruments other than controlled items, and other items that may cause bodily injury or pose a serious threat to aviation safety and transportation order, including but not limited to kitchen knives, fruit knives, table knives, craft knives, surgical scalpels, scissors, steel files, axes, short sticks, hammers, drills (including drill bits), chisels, awls, saws, bolt guns, nail guns, screwdrivers, crowbars, hammers, pliers, welding guns, wrenches, hatchets (fire axes), calipers, ice axes, ice picks, darts, slingshots, bows, arrows, buzzing self-defense devices, etc.

(2) Baggage carried under released liability and oversized baggage;

(3) Firearms and ammunition for sports use (with a permit issued by the public security authority);

(4) Sports equipment such as bicycles, golf equipment, skiing or water skiing equipment, bowling equipment, fishing tackle, surfboards or windsurfing boards, hockey sticks, diving equipment, riding equipment, sleds, kayaks, paragliders, and vaulting poles;

(5) Other items specified by the CAAC.

### **11.3.3 Items unsuitable for carriage as checked baggage**

The following items requiring special care are unsuitable for carriage as checked baggage or being packed in checked baggage, but shall be carried into the cabin as unchecked baggage. For any loss or damage of the following items contained in checked baggage, Spring Airlines' liability shall be that applicable to general checked baggage:

- (1) Fragile or easily damaged items, such as video equipment, optical equipment, watches, porcelain, computers, personal and electronic devices;
- (2) Perishable items;
- (3) Valuables, and unique, irreplaceable or similar items, such as cash, negotiable securities, jewelry, precious metals and their products, antiques, calligraphy and paintings and samples, cultural relics, heirlooms, keys, etc.;
- (4) Important documents, materials and books, commercial samples, marketing materials, etc.;
- (5) Travel documents;
- (6) Medical certificates, X-ray films, orthotics or surgical braces;
- (7) Prescription drugs required for regular personal use.

Items unsuitable for carriage as checked baggage due to fragility, high value, etc., or too large or too heavy to be stored as carry-on baggage, may be carried as seat-occupying baggage upon prior application to Spring Airlines and payment of relevant fees.

#### **11.3.4 Special Baggage**

##### **11.3.4.1 Small animals**

- (1) Only domesticated cats and dogs are accepted as small animals by Spring Airlines. Cats and dogs that are aggressive, prone to respiratory problems, brachycephalic (e.g., Exotic Shorthair cats, bulldogs, etc.), or unfit for air transport due to their physical condition will not be accepted.
- (2) Small animals are not accepted due to the incapable oxygen supply in the cargo compartment of most aircraft of Spring Airlines. Passengers who meet the requirements for in-cabin pet transportation may apply to carry their pets in the cabin.

##### **11.3.4.2 Service dogs**

- (1) Service dogs refer to special dogs that have undergone special training to provide assistance for the life and work of disabled persons, including assistance dogs, hearing dogs, and guide dogs. Emotional support animals (including emotional comfort dogs) are temporarily not included in the scope of service dogs acceptable for carriage due to reasons such as certification.
- (2) Service dogs can only be accepted when they accompany disabled passengers during the journey. Each disabled passenger can carry no more than one service dog, and the total number of service dogs on each flight segment shall not exceed four.
- (3) Disabled passengers traveling with service dogs shall submit an application when they book the seats, no later than 24 hours before departure, and present the Service Dog Certificate and the Animal Quarantine Certificate for verification.
- (4) Service dogs shall be carried to the airport by disabled passengers on their own. The Service Dog Certificate and the Animal Quarantine Certificate are required for check-in.
- (5) Service dogs shall go through the screening. The staff shall remind the passengers to empty the service dogs' poop bags beforehand.
- (6) Disabled passengers shall bear full responsibility for the service dogs they carry. Spring Airlines shall not be liable for any injury, illness or death of the service dogs during transportation, unless caused by the Company itself.
- (7) The food and utensils for service dogs brought into the cabin do not occupy the free baggage allowance.

(8) Service dogs to be brought into the cabin shall be tied with a leash before boarding, and shall not occupy seats or run around freely in the cabin. Disabled persons may not be required to muzzle their service dogs when consent is obtained from passengers within the service dogs' activity area.

(9) If the domestic transportation conditions are met, the service dog's certificate documents and the "Quarantine Certificate" issued by the quarantine inspection unit shall be provided.

(10) If the international transportation conditions are met, the following certificates shall be provided:

(a) "Quarantine Certificate" and "Rabies Immunization Certificate" issued by the national animal and plant quarantine authority;

(b) Entry-exit or transit permit;

(c) Other documents required by the country of entry or transit (for specific requirements, refer to the detailed regulations of the relevant country).

#### **11.3.4.3 Pushchairs**

Infant passengers are not entitled to a free baggage allowance, but one pushchair may be checked free of charge. For child and adult passengers, if a pushchair needs to be checked in, the fee shall be calculated by weight. The part exceeding the free baggage allowance (weight) shall be charged an excess fee according to the actual excess weight.

#### **11.3.4.4. Golf equipment/ski gear/fishing gear/sports equipment**

(1) Golf equipment/ski gear/fishing gear shall be handled as normal checked baggage.

(2) Spring Airlines only accepts instruments, equipment and articles used for competitive sports and fitness exercises, which shall be processed as general checked baggage. Such items may be refused when transportation is not suitable due to aircraft conditions. Passengers shall properly pack the checked sports equipment, preferably in original or professional packaging that can withstand certain pressure and ensure safe loading, unloading and transportation under normal operating conditions. Any inflatable sports equipment shall be deflated prior to transportation.

#### **11.3.4.5 Precision instruments, electrical appliances, musical instruments, etc.**

(1) "Precision instruments" include high-tech instruments with automation, digitization, intelligentization, integration, and multi-dimension and dynamic measurement functions, such as precision measuring instruments, precision astronomical observation instruments, precision remote sensing instruments, precision measurement and control instruments, and precision medical instruments. Common precision instruments include various water quality analysis instruments, environmental test instruments, microscopes, pipettes, incubators, drying equipment, balances, spectrometers, chromatographic analyzers, test chambers, lab materials, experimental instruments, life science instruments, optical instruments, dehumidification and purification instruments, physical property measurement instruments, food test instruments, drug test instruments, textile instruments, petroleum instruments, medical devices, etc.

(2) "Electrical appliances" generally refer to all electrically powered appliances. Professionally speaking, they mainly refer to electrical devices, equipment, and elements used to make and break circuits, and transform circuit parameters, so as to realize the control, regulation, switching, test, and protection of circuits or electrical equipment. From a general perspective, they mainly refer to some electrical equipment commonly used in households to provide convenience for life, such as televisions, air conditioners, refrigerators, washing machines, desktop computers, various small household appliances, etc.

(3) "Musical instruments" refer to instruments that can produce musical sounds and be used for the re-creation of musical art. Musical instruments are divided into two categories: national instruments and western instruments,

mainly including trombone, cello, violin, erhu, pipa, guzheng, suona, trombone, trumpet, French horn, clarinet, oboe, saxophone, electronic organ, piano, accordion, harp, electric guitar, etc.

(4) If precision instruments, electrical appliances, musical instruments, etc. comply with Spring Airlines' regulations on carry-on baggage, passengers may bring them into the cabin and keep the items by themselves. If the weight or size exceeds the carry-on allowance, passengers may purchase an extra seat ticket for the items, bring them into the cabin as seat-occupying baggage, keep them by themselves, and assume sole responsibility for their custody. If they are carried as checked baggage, the following requirements shall be met:

- a) Precision instruments, electrical appliances, musical instruments, etc. must be with the original package or the package for checked baggage required by Spring Airlines. It is suggested that passengers use cardboard boxes with fillings inside to prevent unnecessary damage caused by lateral movement during transportation.
- b) The weight of precision instruments, electrical appliances, musical instruments, etc. can be included in the free baggage allowance.

#### **11.3.4.6 Folding wheelchairs/electric wheelchairs**

(1) Folding wheelchairs and electric wheelchairs are mobility aids used by passengers with limited mobility.

(2) Electric wheelchairs must be transported as checked baggage. If the size of a folding wheelchair exceeds the regulations for non-checked baggage, or there is no storage facility or space in the cabin, the folding wheelchair shall be transported as checked baggage.

(3) Electric wheelchairs are powered by batteries, and the storage batteries or lithium batteries used in them have certain risks during transportation. When an electric wheelchair is checked, it must comply with the requirements for battery-powered wheelchairs or mobility aids in Spring Airlines' dangerous goods transportation terms. Additionally, if a disabled passenger needs to check his/her electric wheelchair, he/she shall arrive at the airport two hours before the check-in deadline for ordinary passengers.

#### **11.3.4.7 Bicycles**

Bicycles shall be transported as cargo. If a passenger insists on transporting his/her bicycle as checked baggage, the following conditions shall be met:

(1) The bicycle must be properly packaged.

(2) For non-folding bicycles, the handlebars shall be rotated 90 degrees and fixed, the pedals removed, and the wheels removed and firmly tied to the body. Folding bicycles shall be folded and tied firmly. The tires must be deflated.

(3) The weight of bicycles can be included in the free baggage allowance.

#### **11.3.4.8. Cremains**

(1) If the outer packaging of the cinerary casket and the emotions of the passenger who carries the cinerary casket don't result in other passengers' awareness and disgust, and the requirements for carry-on baggage are met, the casket is allowed to be brought into cabin for transportation upon request.

(2) Spring Airlines only accepts the responsibility of normal checked baggage if cremains are carried as checked baggage.

(3) Checked cremains shall be put into a sealed urn or casket which is enclosed in wooden box attached with a liner, with a piece of cloth covered at the outermost layer.

#### **11.3.4.9 Personal entertainment devices/assistance devices/electronic devices**

(1) Spring Airlines prohibits the carriage of any electronic equipment which may interfere with aircraft communication and navigation during flight, excluding personal entertainment devices/assistance devices/electronic devices.

(2) Spring Airlines reserves the right to require passengers to check or refuse the carriage of any personal entertainment devices/assistance devices/electronic devices.

(3) Passengers taking Spring Airlines flights may carry the following items by themselves:

- (a) Tactile sticks, typoscopes, and glasses carried by sight impaired passengers;
- (b) Mobility aids carried by disabled passengers, including crutches, artificial limbs, electric artificial limbs, etc.;
- (c) Hearing aids carried by hearing and speech impaired passengers, including cochlear implants and hearing devices;
- (d) Electric shavers, cardiac pacemakers (including implanted cardiac pacemakers with trace amounts of radioactive elements like polonium);
- (e) Radios without FM bands;
- (f) Tape recorders;
- (g) Cameras;
- (h) Handheld video game consoles;
- (i) Portable medical electronic devices;
- (j) LCD laptop computers (excluding printers);
- (k) Electronic watches;
- (l) Flashlights;
- (m) Cameras;
- (n) Projection lamps for cinematography;
- (o) Electric small speakers.

#### **11.3.4.10 Alcoholic beverages**

(1) Alcoholic beverages with an alcohol content of 24% or less are not restricted in carry-on or checked baggage; for those with an alcohol content between 24% and 70% (inclusive), each container shall not exceed 5 liters, and the total checked volume per passenger shall not exceed 5 liters; those with an alcohol content exceeding 70% are not allowed to be carried or checked.

(2) Alcoholic beverages must be checked. Alcoholic beverages purchased by passengers in the sterile area of the terminal may be carried onboard. Alcoholic beverages carried/checked by passengers shall not exceed the limits set forth in these Terms.

(3) Alcoholic beverages transported as checked baggage shall have complete and legible markings and be in retail packaging. The outer packaging shall be sturdy and sealed to ensure no odor or liquid leakage. Spring Airlines has the right to require passengers to sign a disclaimer to exempt the Company from compensation liability for any damage to such baggage during transportation.

(4) If the laws of the place of departure, transfer and destination of the flight impose stricter requirements, Spring Airlines shall comply with the applicable local laws.

#### **11.3.4.11 Dry ice**

For the preservation of perishables, each passenger may carry dry ice with a net weight not exceeding 2.5 kg. Dry ice packages shall have ventilation holes. When transported as checked baggage, the baggage shall be marked with the words "Solid Carbon Dioxide" or "Dry Ice" and the net weight of dry ice or a note that its net weight does not exceed 2.5 kg.

### **11.4 Checked Baggage**

#### **11.4.1 Acceptance and Packaging Requirements for Checked Baggage**

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.

#### **11.4.2 Weight and Size Limits for Checked Baggage**

The size of checked baggage shall not exceed 40×60×100 cm. If any single side of the baggage exceeds the above size, the sum of the three sides shall not be greater than 203 cm (80 inches), with the longest single side not exceeding 160 cm. For sports equipment such as skis and surfboards, the longest single side shall not exceed 180 cm. Domestic routes: Each piece shall not exceed 50 kg. International/regional routes: Each piece shall not exceed 32 kg.

#### **11.4.3 Free Checked Baggage Allowance**

11.4.3.1 Spring Airlines will determine the free checked baggage allowance based on the type of ticket held by the passenger, route distance, etc. The free checked baggage allowance corresponding to each ticket type is detailed in 18.1 hereof.

11.4.3.2 For two or more accompanying passengers traveling on the same flight to the same destination, if they go through baggage check-in procedures at the same time and place, their free baggage allowances may be combined according to their respective free baggage allowances.

11.4.3.3 Auxiliary devices necessary for disabled passengers (folding wheelchairs, crutches, prostheses, etc.) are not included in the free baggage allowance and may be transported additionally free of charge. The free baggage allowance for stretcher passengers is 60 kg.

11.4.3.4 The free baggage allowance for EXST passengers shall be determined according to the fare class and number of seats occupied.

#### **11.5 Unchecked Baggage**

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

11.5.2 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 11.5.1 of these Terms shall not be brought into the passenger cabin.

11.5.3 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.

#### **11.6 Excess Baggage Charge**

11.6.1 The portion of a passenger's checked baggage exceeding the passenger's free baggage allowance is called excess baggage, for which an excess baggage fee shall be paid.

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

11.6.3 For the calculation method of excess baggage fees, please refer to 18.2 hereof.

### **11.7 Declared Value for Carriage**

The Declared Value for Carriage service is temporarily unavailable.

### **11.8 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.

### **11.9 Requirements for Baggage Collection & Transport**

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

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

11.9.3 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.

11.9.4 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.

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

### **11.10 Baggage Transport**

11.10.1 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.

11.10.2 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.

### **11.11 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:

11.11.1 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 to right to cancel the carriage or continue to transport it after removing relevant items, and the excess baggage charged collected shall not be refunded.

11.11.2 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.

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

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

#### **11.12 Withdrawal of Baggage**

11.12.1 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.

11.12.2 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:

(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.

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

#### **11.13 Delivery of Checked Baggage**

11.13.1 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.

11.13.2 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.

11.13.3 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.

11.13.4 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.

11.13.5 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.

11.13.6 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.

#### **11.14 Undeliverable Baggage**

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

#### **11.15 Disposal of Abnormal Carriage of Baggage**

11.15.1 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.

11.15.2 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.

11.15.2.1 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.

11.15.2.2 Compensation for temporary daily necessities shall be paid to passengers in a lump sum. Calculated according to the number of delayed baggage pieces: RMB 100 yuan per piece for domestic flights; RMB 300 yuan per piece for international, Hong Kong, Macao and Taiwan flights. If relevant laws and regulations stipulate otherwise, such provisions shall apply.

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

#### **11.16 Time Limit for Baggage Compensation Claims**

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 16.4 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.

### **Article 12 Passenger Behaviors on Board**

#### **12.1 Unlawful Interfering Acts and Disturbing Acts**

12.1.1 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.

12.1.2 Disposition of Unlawful Interfering Acts and Disturbing Acts

12.1.2.1 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.

12.1.2.2 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.

12.1.2.3 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.**

12.1.3 If a passenger is refused by Spring Airlines due to the acts listed in 12.1.2 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.

## **12.2 Use of Portable Electronic Device**

12.2.1 Portable electronic devices unrestricted on board

- (1) Portable recorder;
- (2) Hearing aids;
- (3) Cardiac pacemaker;
- (4) Electric razor;
- (5) Small portable electronic devices that can be held with one hand, quickly and safely placed in the seat pocket, and do not affect the aircraft navigation and communication systems during use, 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).

12.2.2 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.

#### 12.2.3 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).

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

#### **12.3 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.

#### **12.4 Safety Belts**

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

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

### **Article 13 Passenger Services**

#### **13.1 General Provisions**

13.1.1 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.

13.1.2 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.

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

13.1.4 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.

13.1.5 Except for the SpringPlus product on some flights, Spring Airlines does not provide free meals and beverages onboard. However, a variety of optional services and products are available, including meals, beverages, inflight merchandise, preferred seats, prepaid baggage, etc., with corresponding change and unsubscription rules.

#### **13.2 Notification Information**

To enhance your travel experience, we will push the following service information according to the contact information you reserved, including but not limited to flight status, seat selection, check-in and boarding reminders, insurance, baggage allowance and meal purchase, membership rules and destination product recommendations. Booking or boarding shall be deemed as your consent to receive the above information. If you do not wish to receive them, you may unsubscribe at any time through official channels or the unsubscribe link in the information.

We shall not be liable if the information fails to be successfully delivered due to telecommunications operators, your active refusal or other reasons beyond Spring Airlines' control. It is recommended that you also proactively confirm the latest flight status through the official App or SMS channel before travel.

### **13.3 Third-party Services**

13.3.1 If Spring Airlines arranges for passengers services other than air transport provided by third parties, or issues tickets or receipts for ground transportation, hotel reservations, car rental or other (non-air) transportation or services provided by third parties for passengers, Spring Airlines acts only as an intermediary between passengers and such service providers when arranging the above additional services, and shall not be liable for the availability or quality of such services. The terms and conditions of third-party service providers shall apply to such services.

13.3.2 For combined transportation where passengers travel from the place of departure to the destination partly by air and partly by other means of transportation, the provisions hereof shall only apply to the air transport portion; provided that if other means of transportation are expressly part of the air transport contract, these Terms shall also apply to such other means of transportation in the absence of proof to the contrary.

13.3.3 In the event that the provisions hereof are observed in the air transport portion, these Terms does not prevent the parties to the combined transportation from including conditions relating to other modes of transportation on the air transport document.

## **Article 14 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.

## **Article 15 Liability for Damages & Limit of Compensation**

### **15.1 General Provisions**

15.1.1 Spring Airlines' liability for compensation for damage to passengers in domestic air transport shall be governed by Chinese laws and these Terms. For damage to passengers in international air transport, if it is international air transport as defined by international conventions, Spring Airlines shall be liable in accordance with the applicable international conventions and these Terms; if it is not international air transport as defined by international conventions, Spring Airlines shall be liable in accordance with applicable laws and these Terms. Spring Airlines shall be liable for compensation only for actual damage to passengers caused during air transport actually performed by Spring Airlines, in accordance with the conditions and liability limits set forth in applicable laws or international conventions; if no provisions are made in applicable laws or international conventions, the provisions hereof shall apply. The transportation liability of other carriers in relation to the passenger's journey shall be governed by the laws of their respective countries and such carriers' conditions of carriage.

15.1.2 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. If damage is caused or contributed to by the fault of the passenger or the claimant, Spring Airlines' liability for compensation shall be exempted or reduced accordingly in accordance with applicable laws or international conventions.

15.1.3 Spring Airlines shall be liable for compensation for actual damage within the limits of liability for compensation specified in applicable laws or international conventions. Under no circumstances shall Spring Airlines be liable to passengers (including baggage) for any indirect, punitive, exemplary, mental damage or other non-compensatory losses.

15.1.4 Spring Airlines shall be liable for damages only for air transport contracts performed by itself in accordance with the law. Unless otherwise specified in applicable laws or international conventions, Spring Airlines acts only as an agent of other carriers when issuing tickets or handling baggage check-in for flights operated by such other carriers.

15.1.5 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.

15.1.6 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.

15.1.7 These Terms allow Spring Airlines to avail itself of any provisions in applicable laws or international conventions relating to the exemption or limitation of Spring Airlines' liability.

15.1.8 For any loss of passengers or baggage caused by delay in air transport, Spring Airlines shall make reasonable compensation in accordance with applicable laws, international conventions or these Terms. However, Spring Airlines shall not be liable for any loss caused by flight delay due to factors beyond the control or avoidance of Spring Airlines, or where Spring Airlines proves that it, its servants or agents have taken all reasonably necessary measures to avoid the loss or that it was impossible to take such measures. If a passenger fails to take appropriate measures after flight delay or cancellation, resulting in aggravated loss, he/she shall not claim compensation for the aggravated loss.

## **15.2 Passenger Casualty**

15.2.1 For personal injury or death of a passenger caused by an accident/event on board the aircraft or during the process of embarking or disembarking: If it is domestic air transport, Spring Airlines shall be liable in accordance with the *Civil Aviation Law of the People's Republic of China* and relevant provisions on limits of liability of domestic air carriers; if it is international air transport as defined by international conventions, Spring Airlines shall be liable in accordance with applicable international conventions; if it is not international air transport as defined by the Warsaw Convention, the Hague Protocol, or the Montreal Convention, Spring Airlines shall be liable in accordance with applicable laws. However, Spring Airlines shall not be liable if the personal injury, death or aggravation of a passenger is caused or contributed to during transportation due to reasons beyond the control of Spring Airlines such as the passenger's age, mental or physical condition.

15.2.2 Where a person other than a passenger makes a claim for compensation for the death or injury of the passenger, if it is proved that the death or injury was caused or contributed to by the passenger's own fault or other wrongful act or omission, Spring Airlines' liability shall also be exempted or reduced according to the degree of fault or other wrongful act or omission that caused or contributed to such loss.

## **15.3 Liability for Compensation for Baggage Loss**

15.3.1 For loss arising from the destruction, loss of or damage to checked baggage, provided that the accident/event causing such destruction, loss or damage occurred on board the aircraft or during any period while the checked baggage was in the custody of Spring Airlines: In domestic air transport, Spring Airlines shall be liable in accordance with the *Civil Aviation Law of the People's Republic of China* and relevant national provisions on limits of liability of domestic air carriers; in international air transport, Spring Airlines shall be liable in accordance with applicable international conventions; if it is not international air transport as defined by the Warsaw Convention, the Hague Protocol, or the Montreal Convention, Spring Airlines shall be liable in accordance with applicable laws.

15.3.2 Spring Airlines shall not be liable for any damage to unchecked baggage or seat-occupying baggage of passengers except for loss caused by the negligence of Spring Airlines.

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

15.3.4 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.

15.3.5 Spring Airlines shall assume liability for loss or damage of items listed in 11.3.3 of these Terms that are carried secretly in checked baggage as common checked baggage only.

15.3.6 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.

15.3.7 In cases where Spring Airlines is liable to passengers for baggage compensation in accordance with these Terms, Spring Airlines shall be liable for baggage compensation for actual damage within the limits of liability prescribed below: In domestic air transport, the limit of liability for carry-on baggage per passenger is RMB 3,000 yuan, and the limit of liability for checked baggage per passenger is RMB 100 yuan per kilogram; if the value of the baggage is lower than the above limits, compensation shall be made at the actual value. In international air transport, if it is international air transport as defined by the Montreal Convention, the limit of liability for baggage per passenger is 1,519 SDRs; if it is international air transport as defined by the Warsaw Convention, the limit of liability for unchecked baggage per passenger is 332 SDRs, and the limit of liability for checked baggage per passenger is 17 SDRs per kilogram.

15.3.8 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.

15.3.9 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.

15.3.10 Spring Airlines shall not be liable for baggage delay, loss or damage of articles caused by acts related to baggage inspection implemented by relevant government departments, airport authorities or security inspection authorities.

15.3.11 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.

#### **15.4 Time Limit for Filing Claims and Lawsuit**

15.4.1 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 15.4.2 of these Terms, and will not bear any responsibility for the possible loss of passengers.

15.4.2 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. Any objection shall be raised in writing within the time limit specified above. Those who fail to raise any objection within the specified time limit may not file a claim for damages against Spring Airlines.

15.4.3 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.

### **Article 16 Definitions**

**16.1** 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.

**16.2** "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.

16.3 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.

16.4 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.

16.5 Carrier: Refers to public air transport enterprises that use civil aircrafts to engage in the carriage of passengers and baggage.

16.6 Contracting Carrier: Refers to the carrier who signs the air transport contract with passengers by its enterprise ticket and ticket number.

16.7 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.

16.8 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](http://www.ch.com) and [m.ch.com](http://m.ch.com).

16.9 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.

16.10 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.

16.11 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.

16.12 Passenger: Refers to anyone Spring Airlines allows him/her to take on its plane besides the flight crew.

16.13 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.

16.14 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.

16.15 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.

16.16 Seat Reservation: Refers to reservation for seats, cabin classes or baggage weight and volume booked by passengers.

16.17 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).

16.18 Main Class: Equivalent to booking class.

16.19 Sub-class: Used to define differences within a main class, with the same service content and change/refund rules as the corresponding main 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), ranging from A to Z (e.g., MA represents main class M and sub-class A, with the same rules as class M).

16.20 Flight: Refers to flight operated according to scheduled air route, date and time by aircraft.

16.21 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.

16.22 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:

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

16.22.2 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.

16.22.3 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.

16.22.4 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.

16.23 Passenger Ticket: A kind of transport document.

16.24 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.

16.25 Air Transport E-Ticket Itinerary: A payment voucher provided to passengers by public air carriers and agents at the time of ticket purchase, which can be used as a reimbursement voucher but not as a voucher for airport screening and boarding.

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

16.27 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.

16.28 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.

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

16.30 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.

16.31 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.

16.32 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.

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

16.34 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.

16.35 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.

16.36 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.

16.37 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.

16.38 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.

16.39 Time of Departure: Refers to the time when the aircraft door is closed after passengers board the flight.

16.40 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.

16.41 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.

16.42 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.

16.43 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.

16.44 Force Majeure: Refers to unforeseeable, inevitable and uncontrollable circumstances.

16.45 Passenger Ticket Change: Refers to the reschedule of tickets, change of cabin class and other circumstances.

16.46 Voluntary Refund: Refers to a refund requested by the passenger for his or her own reasons.

16.47 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.

16.48 Voluntary Passenger Ticket Change or Voluntary Change: Refers to the change of ticket requested by the passenger for his or her own reasons.

16.49 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.

16.50 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.

16.51 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.

16.52 Refund Fee: Refers to the fee charged by Spring Airlines according to the ticket rules for passengers requesting to cancel their original travel plan.

16.53 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.

16.54 Non-Carrier's Reasons: Refers to other reasons not related to the carrier, including weather, emergencies, air traffic control, security, passengers and other factors.

16.55 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.

16.56 Special Drawing Rights: Refers to the special drawing rights specified by the International Monetary Fund.

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

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

16.59 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).

16.60 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.

16.61 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.

16.62 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.

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

### Article 17 Effectiveness & Modification

**17.1** These Terms shall take effect as of March 19, 2026 and simultaneously replace the *General Terms and Conditions for Carriage of Passengers and Baggage of Spring Airlines Co., Ltd.* formulated and implemented previously.

**17.2** 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.

**17.3** 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.

**17.4** 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 18 Attachments

#### 18.1 Free Baggage Allowance

##### 18.1.1 Carry-on Baggage Policy

Ticket class	Max weight allowed into cabin	Max dimensions allowed into cabin
SpringSaver SpringFlexi	One piece of free carry-on baggage up to 7 kg	20x30x40 cm (measured without wheels)
SpringPlus	One piece of free carry-on baggage up to 10 kg	20x40x55 cm (measured without wheels)

##### 18.1.2 Checked Baggage Policy

(1) Applicable to flights sold on or before March 28, 2026

Ticket class	Max free checked weight	Max free checked dimensions
SpringSaver	No free checked baggage	
SpringFlexi Note: Fare package without baggage		
SpringFlexi Note: Fare package with baggage	20 kg	40x60x100 cm (measured with wheels)

SpringPlus	30 kg	
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(2) Applicable to flights sold on or after March 29, 2026

Ticket class	Max free checked weight	Max free checked dimensions
SpringSaver	No free checked baggage	
SpringFlexi Note: Fare package without baggage		
SpringFlexi Note: Fare package with baggage	20 kg	40x60x100 cm (measured with wheels)
SpringPlus	20 kg	

### 18.2 Excess Baggage Fee Instructions

If your checked baggage exceeds the free allowance included in your ticket, excess baggage fees will be charged for the excess part in accordance with the following rules. The fees vary according to flight distance, membership level, purchase channel and time.

#### 18.2.1 Charging Rules

Excess baggage fees are charged in sections based on flight distance and baggage weight ranges, including:  $\leq 5$  kg,  $>5$  kg,  $\leq 10$  kg, etc., corresponding to weight levels of 5 kg, 10 kg, etc.

#### 18.2.2 On-site Purchase (Airport Check-in Counter) Excess Baggage Prices

The following prices are charged per 5 kg:

Route type	Distance	5 kg on-site price	Excess baggage price at gate	Currency
Domestic routes (including Hong Kong, Macao and Taiwan)	0-999 km	60	300	CNY
	1000-1999 km	75		
	2000-2999 km	90		
	3000 km and above	105		
International routes	0-999 km	120	500	CNY
	1000-1999 km	135		
	2000-2999 km	150		
	3000 km and above	165		

#### 18.2.3 Online Advance Purchase

Passengers may purchase excess baggage allowance online in advance through official channels such as Spring Airlines' official website and APP to enjoy exclusive discounts. Each passenger is only allowed one-time online purchase. If you need to adjust the allowance, you may apply for a refund of the paid excess baggage fee through official channels within the specified time and purchase again. You may also go directly to the airport check-in counter and pay according to on-site standards. Specific discounts and available allowances vary by route; please refer to the real-time inquiry results on the official website.