

General Conditions of Carriage (Passengers and Baggage)
PT TRANSNUSA AVIATION MANDIRI
Effective date from [September 1st, 2017]

1. Definitions

1.1 **Meanings:** In these Terms & Conditions, except where the context otherwise requires or where it is otherwise expressly provided, these particular expressions have the following meanings:

“Agreed Stopping Places” means those places, except the place of departure and the place of destination, set forth in the Ticket or shown in our timetables as scheduled stopping places on your route.

“Authorized Agent” means a passenger sales agent who has been appointed by us to represent us in the sale of air transportation over our services and when authorized, over the services of other air carriers.

“Baggage” means your personal property, articles and effects as are necessary or appropriate for wear, use, comfort or convenience in connection with your trip. Unless otherwise specified, it includes both checked and unchecked baggage.

“Baggage Check” means those portions of the Ticket which relate to the carriage of your Checked Baggage.

“Baggage Identification Tag” means a document issued solely for identification of Checked Baggage which contains the baggage identification tag number, flight number and date of flight, name of airport of origin and airport of destination and weight of the baggage.

“Carrier’s Regulations” means any rules, other than these Terms and Conditions, published by Carrier and in effect on the date of ticket issue, governing carriage of passengers and/or baggage and shall include any applicable tariffs in force.

“Checked Baggage” means your baggage that you do not take into the cabin with you and which is handed over to us for carriage by us in the same aircraft as you.

“Conditions of Contract” means those statements contained in or delivered with your paper or the Itinerary, identified as such and which incorporate by reference, these Terms & Conditions and notices.

“Contact Center” means a place provided by us for the purpose of Passengers making bookings by phone (0380-822555) and to access information about us.

“Convention” Convention means whichever of the following instruments are applicable:

- the Convention for the Unification of Certain Rules Relating to International Carriage by Air, signed at Warsaw, 12 October 1929 (Warsaw Convention); or
- the Warsaw Convention as amended at The Hague on 28 September 1955; or
- the Warsaw Convention as amended by Additional Protocol No.1 of Montreal (1975); or
- the Warsaw Convention as amended at The Hague and by Additional Protocol No.2 of Montreal (1975); or
- the Warsaw Convention as amended at The Hague and by Additional Protocol No.4 of Montreal (1975);
- the Guadalajara Supplementary Convention, signed at Guadalajara, 19 September 1961; or

- the Convention for the Unification of Certain Rules for International Carriage by Air, signed at Montreal, 28 May 1999 (Montreal Convention);

“**Damage**” includes death, injury, delay, loss, partial loss or other damage of whatsoever nature arising out of or in connection with carriage or other services performed by us incidental thereto.

“**Days**” means a full calendar day, including all seven days of the week; provided that, for the purpose of notification, the day upon which notice is dispatched shall not be counted; and that for purposes of determining duration of validity the day upon which the Ticket is issued or flight commenced, shall not be counted.

“**Itinerary**” or “**Travel Itinerary**” means the document we issue as a Ticket to Passenger(s) that contains the Passenger's name, flight information, booking number, Conditions of Contract and notices.

“**Passenger(s)**”, “**you**”, “**your**” and “**yourself**” means any person, except members of the crew, holding a ticket, carried or to be carried in an aircraft.

“**Passenger Name Record (PNR)**” means the document which contains the itinerary for a passenger or a group of passengers travelling together.

“**Route**” means the flight from the airport at the point of origin to the airport at the point of destination.

“**SDR**” a Special Drawing Right as defined by the International Monetary Fund.

“**Seat**” means a seat in our aircraft.

“**Stopover**” means a scheduled stop on your journey, at a point between the place of departure and the place of destination.

“**Tariff**” means our fares and charges published electronically or on paper.

“**Ticket**” means the Itinerary issued by us or on our behalf and including the Conditions of Contract and notices contained in it.

“**Terms & Conditions**” means these Terms and Conditions of Carriage.

“**Unchecked Baggage**”, means any baggage of the Passenger other than Checked Baggage.

“**We**”, “**our**”, “**ourselves**”, “**us**” and “**Carrier**” means PT Transnusa Aviation Mandiri (“**Transnusa**”).

“**Website**” means the internet site www.transnusa.co.id provided by us for the purpose of Passengers making online bookings and to access information about us.

1.2 **Captions:** The title or caption of each Article of these Terms & Conditions is for convenience only and is not to be used for interpretation of the text.

2. Applicability

2.1. **General:** These Terms & Conditions apply to the carriage by air or by other means of transportation including surface transportation of Passengers and Baggage performed by us or on our behalf and to any liability we may have in relation to that carriage and transportation.

- 2.2. **Terms & Conditions Prevail Over Carrier's Regulations:** Except as provided herein, in the event of inconsistency between these Terms & Conditions and Carrier's Regulations, these Terms & Conditions shall prevail.
- 2.3. **Overriding Law:** These Conditions of Carriage are applicable unless they are inconsistent with applicable law in which event such laws shall prevail. Carriage hereunder is subject to the rules and limitations relating to liability established by the Warsaw Convention or Montreal Convention, unless such carriage is not "international carriage" as defined by Warsaw Convention or Montreal Convention as applicable. If any provisions of these Conditions of Carriage are invalid, under any applicable law, the other provisions shall nevertheless remain valid.
- 2.4. **Language:** The language of these Terms & Conditions is English and Indonesian even though there may be translations of these Terms & Conditions in other languages, English or Indonesian shall be the only languages used in the interpretation of these Terms & Conditions. To the extent that there is any conflict in interpretation between the English and Indonesian versions of these Terms and Conditions, the Indonesian version shall prevail.

3. Tickets

- 3.1. **Ticket Prima Facie Evidence of Contract:** The Ticket constitutes prima facie evidence of the contract of carriage between the passenger named on the Ticket and us. We will provide carriage only to the passenger holding such Ticket, or holding, as proof of payment, any other document issued by us or an Authorized Agent. The Conditions of Contract contained in the Ticket are a summary of some of the provisions of these Conditions of Carriage. The Ticket is and remains at all times the property of the issuing Carrier.
- 3.2. **Requirement for Ticket:** A person shall not be entitled to be carried on a flight unless that person presents a Ticket valid and duly issued in accordance with Carrier's Regulations. A Passenger shall furthermore not be entitled to be carried if the Ticket has been altered otherwise than by us or an Authorized Agent.
- 3.3. **Transferability:** A Ticket is not transferable to another person. If someone else presents your Ticket and we find out that the person is not you, we will refuse to carry that person. However, if a Ticket is presented by someone other than the person entitled to be carried or entitled to a refund, we shall not be liable to the person so entitled if in good faith we provide carriage or make a refund to the person presenting the Ticket.
- 3.4. **Validity:** The Ticket is only valid for the Passenger named and the flight specified therein. Except as otherwise provided in the Ticket or these Conditions, a Ticket is valid for:
- a. One year from date of issue; or
 - b. Subject to the first travel occurring within one year from the date of issue, one year from the date of first travel under the Ticket.
- 3.5. **Identity:** We will provide carriage only to the Passenger named on a Ticket (or holding, as proof of payment or part payment, any other document) issued by us or our Authorized Agent. You will be required to produce appropriate identification at check-in to prove you are the Passenger named in the Ticket before we allow you to board our flight.
- 3.6. **Name and Address of Carrier:** Our name may be abbreviated in the Ticket. Our registered address is Jalan Palapa No. 7, Oebobo, Kupang, Indonesia. Our management office is Jalan Cideng Timur No. 10 & 10A, Jakarta Pusat, Indonesia.

4. Stopovers

- 4.1 Stopovers may be permitted at Agreed Stopping Places subject to government requirements and our Carrier's Regulations.

5. Fares, Taxes, Fees and Charges

- 5.1. **General:** Fares apply only to carriage from the airport at the point of origin to the airport at the point of destination, unless otherwise expressly stated. Fares exclude ground transport services between airports and between airports and town terminals unless otherwise specifically stated by us. Your fare will be calculated in accordance with our Tariff in effect on the date of payment of your Ticket for travel on the specific dates and Itinerary shown on it. Should you change your Itinerary or dates of travel, this may change the fare to be paid.
- 5.2. **Applicable Fares:** Applicable fares are those published by or on behalf of us or, if not so published, constructed in accordance with Carrier's Regulations. Subject to government requirements and Carrier's Regulations, the applicable fare is the fare for the flight or flights in effect on the date of commencement of the carriage covered by the first flight coupon of the Ticket as indicated for the first flight segment in the Itinerary. When the amount that has been collected is not the applicable fare the difference shall be paid by the Passenger prior to travel or, as the case may be, refunded by us, in accordance with Carrier's Regulations.
- 5.3. **Infants:** The fees for infants between twenty one (21) days old to under the age of two years (24 months) old (on the date of travel) are provided for in the Fee Schedule. An infant may travel provided he/she sits on an adult's lap. Only one (1) infant is allowed per one (1) adult. No perambulators are allowed on board the aircraft. The maximum number of infants onboard is 10% of the seating capacity and seating is assigned by us.
- 5.4. **Government Taxes, Charges and Insurance Surcharge:** Any applicable government taxes, charges or insurance surcharge imposed on air travel by the government, relevant authority or the airport operator in respect of your use of any of our services or facilities will be in addition to our fares, administration fees and charges and shall be borne by you, unless otherwise specifically stated by us. At the time you purchase your Ticket, you will be advised of taxes, charges or insurance surcharges not included in the fare, most of which will normally be shown separately on the ticket. Such government taxes, charges and insurance surcharge imposed on air travel may change from time to time and can be imposed even after the date that your booking has been confirmed. If there is an increase in such government taxes, charges and insurance surcharge, you will be obliged to pay it. You shall nevertheless bear such government taxes, charges or insurance surcharges as and when they fall due prior to departure. Please refer to our Fee Schedule for amounts on taxes, charges and Insurance Surcharge.
- 5.5. **Currency:** Fares, taxes, fees and charges are payable in Indonesian Rupiah (within Indonesian territory) or any currency acceptable to us (outside Indonesia). When payment is made in a currency other than the currency in which the fare is published, such payment will be made at the rate of exchange established in accordance with Carrier's Regulations.
- 5.6. **Accuracy:** All fares, prices, flight schedules, routes published and services are correct at the time of publication and are subject to change at any time and from time to time without prior notice.

6. Reservations

- 6.1. **Confirmation of Booking:** The booking of a Seat is confirmed after full payment of the fare is received by the Carrier.
- 6.2. **Group Bookings:** These are governed by specific terms that vary from time to time. Please contact info@transnusa.co.id for group booking inquiries and further details.
- 6.3. **Flight Change:** Once a booking reference has been issued, flight changes are subject to the following terms:
- Inside of twenty four (24) hours prior to the scheduled flight departure time, no changes are allowed. The charges for flight change outside of twenty four (24) hours prior to the scheduled flight departure time are provided for in the Fee Schedule, subject to the following conditions:

- i. If a lower fare is available, the difference in fares will not be refunded to the passenger;
- ii. If the new flight booked is in a higher fare class than that of the cancelled booked flight, the difference in fares shall be paid by the passenger before the cancellation or change can be made;
- iii. The change is not confirmed until we issue you a new Itinerary and/or booking reference.
- iv. Changes on route(s) are not allowed.
- v. Correction to the name on the Ticket to be adjusted as per your valid ID card or travel document may be allowed without you having to pay an additional charge, unless the misspelling is more than 3 (three) letters.

6.4. **Payment:** Fares must be paid in full when a booking is made. In the event that the fare has not been paid in full for any reason whatsoever when a booking is confirmed, we reserve the right to cancel the booking prior to check-in and/or to disallow you from boarding the aircraft. Please note that the credit card used to purchase your Ticket is required to be presented at time of check-in by the cardholder for verification at check-in. In the event Passengers fail to comply with this provision, we reserve the right to deny boarding and cancel the Ticket(s) and contract of carriage.

6.5. **Personal Data:** You hereby acknowledge and agree that your personal data has been given to us for the purposes of making reservations for carriage and providing you with confirmation of that booking, providing and developing ancillary services and facilities, facilitating immigration and entry procedures, accounting, billing and auditing, checking credit or other payment cards, security, administrative and legal purposes, credit card issuance, systems testing, maintenance and development, statistical analysis, and helping us in any future dealings with you. For these purposes, by entering into a contract of carriage with us you authorize us to retain and use your personal data as long as it is needed and to transmit it to our own offices, Authorized Agents and third party business associates, government agencies, other carriers or the providers of the services mentioned above. You may be required to provide specific personal data or information to us, including information to enable you to travel to other countries or to enable us to notify family members in the event of emergency and other purposes associated with or incidental to your carriage. We shall not be liable to you for any loss or expense incurred due to our use or transmission of any personal data provided to us unless the loss or expense was due to our gross negligence. We may also monitor and/or record your telephone conversations with us to ensure consistent service levels, prevent/detect fraud and for training purposes.

6.6. **Seating Selection:** We will try to honour advance seating requests, however, we cannot guarantee any particular seat in the aircraft and you agree to accept any seat that may be allotted on the flight in the class of service for which the Ticket has been issued or is otherwise made available on the flight. You will be allocated a seat upon check-in. We reserve the right to assign or re-assign your seat at any time, even after boarding of the aircraft. This may be necessary for operational, safety, government regulatory, health or security reasons. In the case of a passenger who self-identifies as having a disability, we cannot allow them to sit near an emergency exit but we will provide seating accommodation in accordance with applicable law.

6.7. **Advance Seat Request (ASR):** Subject to availability, you may pay a fee for an advance seat request (ASR) prior to the scheduled time of departure. Please refer to our Fee Schedule for the fee for an ASR. Where an ASR is purchased, we reserve our right to assign or reassign seats at any time, even after boarding of the aircraft. This may be necessary for operational, safety or security reasons. We do not guarantee any specific seat reassignments, whether for an aisle, window, exit row, or other type of seat. We will, however, make reasonable efforts to honour paid seat assignments.

If at any time after successfully purchasing an ASR and our schedules are changed, terminated, delayed or merged due to circumstances which we reasonably consider to be beyond our control or for commercial reasons or reasons of safety, we shall at our option, either:

- a. Carry you on the same ASR on the next available flight; or
- b. Carry you on an ASR of equivalent value on the next available flight; or
- c. Carry you on any randomly assigned seat on the next available flight whereby we will then refund you the ASR payment.

The options outlined in this Article 6.7 are the sole and exclusive remedies available to you and we shall have no further liability to you.

6.8 Meals: Meal sold onboard are subject to variation from time to time. Food may contain nuts, dairy and/or gluten. Meals sold onboard are halal food only.

7. Check-in, Boarding and Other Requirements of Carriage

7.1. Check-In, Deadlines and Conditions: Our check-in counters are open two (2) hours before the scheduled flight departure time. The check-in counters close thirty (30) minutes before the scheduled flight departure time for all classes of passengers. Check-in deadlines may vary at different airports and your journey will be smoother if you allow yourself sufficient time to check-in. By completing the check-in process we mean that you have received your boarding pass for your flight. It is your responsibility to ensure that you comply with these deadlines, particulars of which will be available at the time you make your booking. We will not delay the departure of our flight if you do not check-in or board the aircraft in time and we will not be liable for any loss or expense you suffer if you fail to meet check-in deadlines, fail to present yourself for check-in on time or fail to be at the boarding gate on time. In any event, without derogating from the generality of other provisions of these Terms & Conditions governing the right of refusal of carriage, we reserve the right not to allow you to check in without any liability to you and without having to refund to you any fare paid if:

- a. you attempt to check in less than thirty (30) minutes before your scheduled flight departure time;
- b. you fail to have proper identification or fail to identify yourself to our staff;
- c. you fail to have the proper documents, permits, visa, necessary for travel to a particular place or country;
- d. you have not fully paid any fare or other fees or charges due to us;
- e. you have been violent towards our staff or caused disturbance at our counter or have abused our staff, whether physically or verbally;
- f. the Government or other authorities prohibit your checking in or boarding the aircraft;
- g. in our judgment, you are not fit to travel due to drunkenness or any obvious adverse medical condition;
- h. in our judgment, you are not medically fit to travel or your medical condition poses or could pose a danger or threat to the health of other passengers.

7.2 Unavailable Space: If we are unable to provide a previously confirmed space, we shall at your option either:

- a. carry you on another of our services on which space is available without additional charge; or

- b. if you choose not to travel on another of our services, we will refund your Ticket.
- 7.3 **Sole Remedies:** The options set out in Article 7.2.a and 7.2.b are the sole and exclusive remedies available to you and we shall have no further liability to you.
- 7.4 **Boarding:** You must be at the boarding gate at least twenty (20) minutes before the scheduled flight departure time. In order to maintain the schedule, the boarding gate will be closed ten (10) minutes before departure time. If you fail to arrive at the boarding gate in time or if you fail to present satisfactory travel documents you will be considered a No-Show Passenger and we will remove your baggage from the aircraft and remove your name from the manifest..
- 7.5 **No-Show Passenger:** If you fail to check in on time or fail to board the aircraft by the time the aircraft departs, the fare you paid will not be refunded to you for any reason whatsoever.
- 7.6 **Compliance:** You are solely responsible for complying with all laws, regulations, orders, demands and requirements of countries flown from, into or over and compliance with our Terms & Conditions, notices and instructions given by us relating thereto. We shall not be liable in any way whatsoever to you in connection with obtaining necessary documents or complying with such laws, regulations, orders, demands, notices, requirements or instructions, whether given orally or in writing or otherwise, or for the consequences to you resulting from your failure to obtain such documents or to comply with such laws, regulations, orders, demands, notices, requirements or instructions.
- 7.7 **Travel Documents:** Prior to travel, you are responsible for obtaining and must possess and have available for presentation as required by the relevant authorities, all entry and exit, health and other documents required by law, regulations, order, demands or requirements of the countries flown from, into or over. We reserve the right to refuse carriage to any Passenger who has not complied with, or whose documents do not appear to comply with, such applicable laws, regulations, orders, demands or requirements.
- 7.8 **Refusal of Entry:** If you are denied entry into any country, you will be responsible to pay the applicable fare and/or penalties or fines whenever we, on order of any Government or immigration authority, are required to return you to your point of origin or elsewhere, owing to your inadmissibility into a country, whether of transit or destination. In such circumstances we will not refund the fare collected for carriage to the point of refusal or denied entry to you.
- 7.9 **Passenger Responsible for Fines, Detention Costs, etc.:** If we are required to pay or deposit any fine or penalty or to incur any expenditure by reason of your failure to comply with laws, regulations, orders, demands or other travel requirements of the countries flown from, into or over or to produce the required documents, you shall on demand reimburse to us any amount so paid or expenditure so incurred or to be paid. We may use towards such payment or expenditure the value of any carriage unused by you, or any funds due to you in our possession.
- 7.10 **Customs Inspection:** If required, you shall attend inspection of your Baggage by customs or other government officials. We shall not be liable to you for any loss or damage suffered by you through failure to comply with this requirement.
- 7.11 **Security Inspection:** You must allow us, government officials, airport officials, or other carriers to carry out security screening of you and your Baggage. We are not liable to you for any damage suffered by you in the course of such security checks or through your failure to comply with this requirement unless caused by our gross negligence.
- 8. Refusal and Limitation of Carriage**
- 8.1. **Right to Refuse Carriage:** We reserve the right to refuse to carry you (even if you hold a valid Ticket and/or have a boarding pass) or your Baggage or to remove your Baggage from our flight for reasons of safety and security or if, in the exercise of our discretion, we determine that:

- a. Such action is necessary in order to comply with any applicable laws, regulations or orders of any State or country to be flown from, into or over;
- b. You refuse our requests for, or requests to take copies of, information about yourself including information required by governments;
- c. Your conduct, age or mental or physical condition is such as to:
 - i. Require special assistance from us beyond that which is required by applicable laws, or
 - ii. Cause discomfort, or make yourself objectionable, to other passengers; or
 - iii. Involve any hazard or risk to yourself or to other persons or to property.
- d. You have made a hoax bomb, or other safety or security, threat;
- e. You have committed a criminal offence during the check-in or boarding processes or on board the aircraft;
- f. You have committed misconduct on a previous flight and there is a likelihood that such conduct may be repeated;
- g. You have not obeyed the instructions of our ground staff or a member of the crew of the aircraft relating to safety or security;
- h. You have used threatening, abusive or insulting words towards our ground staff or another passenger or a member of our aircraft crew;
- i. You have behaved in a threatening, abusive, insulting or disorderly way towards a member of our ground staff or a member of the aircraft crew;
- j. You have deliberately interfered with a member of the aircraft crew carrying out their duties;
- k. You have refused to submit to a security check on yourself or your Baggage, or having submitted to such a check, you fail to provide satisfactory answers to security questions at check-in or at the boarding gate, or you fail a security profiling assessment or analysis, or you tamper with or remove any security seals on your Baggage or security stickers on your boarding pass;
- l. The applicable fare or any charges or taxes payable have not been paid;
- m. The payment of your fare is fraudulent;
- n. You do not have the proper documents for travel;
- o. The booking of our Seat has been done fraudulently or unlawfully or has been purchased from a person not authorized by us;
- p. The credit card by which you paid for the fare has been reported lost or stolen;
- q. The Itinerary or booking is counterfeit or fraudulently obtained;
- r. The Itinerary has been altered by anyone other than us or our Authorized Agent, or has been mutilated (in which case we reserve the right to retain such documentation); and/or
- s. The person checking in or boarding cannot prove that he is the person named as the passenger on the Ticket (we reserve the right to retain such Ticket in this circumstance); or

t. If the immigration authority for the country you are travelling to, or for a country in which you have a stopover, has told us (either orally or in writing) that it has decided not to allow you to enter that country, even if you have, or appear to have, valid travel documents.

8.2. Limitation on Carriage: Acceptance for carriage of unaccompanied children or persons who are incapacitated by illness may be subject to prior arrangement and in accordance with Carrier's Regulation. For safety reasons, the total number of unaccompanied children and incapacitated (or disabled) persons cannot exceed 10% of the aircraft's capacity.

8.3. Passengers with Special Needs/Reduced Mobility/Medical Condition: For safety reasons we can carry only a maximum of 4 passengers per flight who have quadriplegia or paraplegia, provided that we cannot carry more than two (2) Passengers with quadriplegia per flight. Under certain circumstances we may require the passenger to travel with a companion.

Passengers with illnesses or a medical condition are required to produce a medical certificate at check in confirming that they are fit to fly. For the safety of other passengers we reserve the right to deny boarding to passengers suffering from infectious, contagious or chronic diseases.

We may refuse to carry you if we are not completely satisfied that it is safe for you to fly. Before you make a booking you should tell us if you suffer from any illness, disease or other condition, which may make it unsafe for you or other Passengers if you fly.

Passengers with specific requirements requiring special assistance, incapacitated persons, and passengers with illnesses including those that may require administering or carrying medication/syringes on-board are requested to contact our call centre at least 48 hours before the scheduled flight departure date to make a prior arrangement with us for the type of special assistance required. Specifically, Passengers who need an oxygen tank and/or stretcher case are required to make a request via our call centre at least 24 hours prior to their flight and must be accompanied by one paramedic. The Passenger will be responsible for the cost of arranging paramedic(s), oxygen tank, stretcher case and additional seats if the passenger's illness is such that he/she needs to travel in a horizontal position. Failure to notify us within the above-mentioned period may result in the service being unavailable upon your arrival at the airport and you may be refused carriage. Passengers with disabilities who have advised us of any special requirements they may have at the time of ticketing, and have been accepted by us, shall not be subsequently refused carriage on the basis of such disability or special requirements, however the Carrier's Regulations and/or government regulations may apply to the transportation of a Passenger with a disability. For health and safety reasons passengers with specific requirements must check-in at the airport.

8.4. Travel with a Companion: We may require that you travel with a companion at your cost if:-

- a. In our reasonable assessment it is essential for safety;
- b. You are unable to evacuate the aircraft without assistance; or
- c. You have an impairment that prevents you from understanding safety advice.

When travelling with us, it is necessary for a child below 6 years of age to be accompanied by one adult, who is fully responsible for the minor.

8.5. Pregnant Passengers: It is the duty of pregnant passengers to advise us of the progress of their pregnancy at the point of booking their Seat and at the check-in counter. Our carriage of pregnant passengers is subject to the following conditions:

- a. Pregnancy up to 34 weeks (inclusive):

we require submission of a doctor's medical certificate which confirms the number of weeks of pregnancy and that the Passenger is fit to travel. The certificate shall be dated not more than thirty (30) days from the date you are travelling. Pregnant Passengers must also sign a Limited Liability Statement.

b. Pregnancy 35 weeks and above: we will not accept you for carriage on our flight.

8.6. **Infants 20 days and/or below:** We reserve the right not to carry infants twenty (20) days-old and/or below. We may in our absolute discretion decide to carry such infants on our flights when such carriage is expressly sanctioned in writing by a medical practitioner and when the parent of the infant signs a Limited Liability Statement. For safety reasons, the number of infants that we can carry cannot exceed 10% of the aircraft capacity.

9. Baggage

9.1. **Items Unacceptable As Baggage And Right To Refuse Carriage:** We reserve the right to refuse carriage of such baggage or such items found in baggage as follows:

- a. Items which do not constitute Baggage as defined in Article 1 hereof;
- b. Items which are not properly packed in suitcases or other suitable containers in order to ensure safe carriage with ordinary care and handling;
- c. Items which are likely to endanger the aircraft or persons or property on board the aircraft, such as: explosives, ammunition, compressed gases, corrosives, oxidizing, radio-active or magnetized materials, flammable liquids, gels or materials that are easily ignited, poisonous, offensive or irritating substances, liquids (other than liquids in the Passenger's Unchecked Baggage for use in the course of the journey), or those items specified in the International Civil Aviation (ICAO) Technical Instructions for the Safe Transport of Dangerous Goods by Air and the International Air Transport Association (IATA) Dangerous Goods Regulations, and in the Carrier's Regulations (further information is available from Carrier on request);
- d. The carriage of items which are prohibited by the applicable laws, regulations or orders of any state or country to be flown from, to or over;
- e. Items which, in our reasonable opinion are unsuitable for carriage by reason of their weight, shape, size or character, such as fragile or perishable items;
- f. Live or dead animals;
- g. Human or animal remains;
- h. Fresh or frozen seafood or other meats provided that such items may be carried on board as Unchecked Baggage only if we are satisfied that they have been properly packed. Strictly only Styrofoam and/or cooler boxes that contain dry food/non-perishables are allowed to be checked-in after inspection of contents by relevant authorities. Should passengers refuse inspection, we have the right to refuse carriage of the Baggage;
- i. Weapons such as antique firearms, swords, knives and similar items; provided that such items may be allowed as Checked Baggage at our absolute discretion for very special reasons. These cannot be carried into the cabin for any reason whatsoever;
- j. Firearms and ammunition other than for hunting and sporting purposes are prohibited from carriage as Baggage. Firearms and ammunition for hunting and sporting purposes may be accepted as Checked Baggage in accordance with Carrier's Regulations. Firearms must be unloaded with the safety catch on, and suitably packed. Carriage of ammunition is subject to ICAO and IATA regulations as specified in 9.1.c.

9.2. **Valuable and Fragile Goods:** Passengers are strongly advised not to include in Checked Baggage valuable and fragile items. If they are checked in as baggage, passengers agree that the items are checked in at their own risk. Passengers must notify us that they intend to check in such items and show the items to us when checking in. On inspection of the items, we may refuse to carry them as Checked Baggage. If, despite being prohibited, any items referred to in Article 9.3 or any other

items that may reasonably be considered valuable or fragile, are included in your Checked Baggage, we will not be responsible for any loss of or damage to such items above the limits specified under the law applicable to your contract of carriage. We may require you to purchase insurance for the fragile and/or valuable items.

- 9.3. **Examples of Valuable and Fragile Goods:** Examples of the items referred to in Article 9.2 include: money, jewellery, precious gems or metals, silverware, mobile or electronic devices, computers, cameras, video equipment, negotiable papers, securities or other valuables, passports and other identification documents, business documents, title deeds, samples, medicines or drugs, artefacts, manuscripts and the like.
- 9.4. **Right to Search:** For reasons of safety and security, we may request you to undergo a search, x-ray or other type of scan on you or your Baggage. We reserve the right to search your Baggage in your absence if you are not available, for the purpose of determining whether you are in possession of or whether your Baggage contains any item described in Paragraph 9.1 above. If you refuse to comply with such searches or scans we reserve the right to refuse carriage of you and your Baggage without refund of fare to you and without any other liability to you. We are not liable for any damage caused by a search, x-ray, or scan, unless the damage is due to our fault or negligence. According to safety regulations, passengers are advised not to accept any packets from unknown passengers.
- 9.5. **Checked Baggage:** Upon delivery to us of Baggage to be checked, we shall issue a Baggage Identification Tag for each piece of Checked Baggage. Checked Baggage must have your name or other personal identification affixed securely to it. It is your responsibility to ensure that your Baggage is adequate and correctly labelled for the purpose of identification. If your Baggage has no name, initials or other personal identification, you must affix such identification to the Baggage prior to acceptance. Checked Baggage will be carried on the same aircraft as you unless we decide that this is impracticable, in which case we will carry it on an alternative flight on which space is available. If your Checked Baggage is carried on a subsequent flight we will deliver the same to you within a reasonable time of arrival of that flight unless applicable law requires you to be present for customs clearance.

We provide free Checked Baggage allowance which regulated and stipulated in the carrier regulations pursuant to the travel routes and stated in the Ticket. Any excess will be subject to a charge at the rate on Fee Schedule and in the manner provided in the Carrier's Regulations, which you may find at our check-in counter.

There is no baggage allowance for infants not occupying a seat, although a pram/buggy will be carried free of charge.

Passengers may not use the unused Checked Baggage of other passengers unless travelling on the same Itinerary. Passengers booked in the same itinerary as another who does not travel may not transfer their unused Checked Baggage weight to the non-travelling passenger(s) in the same Itinerary.

For health and safety reasons the Carrier will not accept any individual item exceeding 32 kg and with combined dimensions of more than 81cm height, 119cm width and 119cm depth. This weight limit does not apply to mobility equipment.

Sporting equipment may be carried in the hold of the aircraft upon payment of the fee set out in the Fee Schedule and at your own risk. Accordingly, you are advised to purchase the necessary insurance for such items. Musical instruments which exceed our Unchecked Baggage dimensions (provided it is within 20kg) may be carried in the cabin if a seat for it has been purchased and the appropriate fare paid. The maximum dimension of such an instrument should not exceed 100cm height, 50cm width and 40 cm depth. There is no baggage allowance associated with the purchase of an extra seat

9.6. Unchecked Baggage:

Baggage that you carry on to the aircraft must fit in under the seat in front of you or in an enclosed storage compartment in the cabin. Items determined by us to be of excessive weight or size or of an offensive nature will not be permitted in the cabin.

Objects not suitable for transport in the cargo compartment (such as delicate musical instruments and the like) will only be accepted for transportation in the cabin compartment if due notice has been given in advance and permission granted by us. The transport of such objects may be charged for separately.

Passengers (except infants) are allowed two (2) items of baggage to be carried on board free of charge as Unchecked Baggage provided it complies with these terms and conditions. The items of Unchecked Baggage may be a combination of any two of the following: cabin bag or a laptop bag or a handbag. The cabin bag shall not exceed the dimensions of 40 CM X 30 CM X 20 CM and must not weigh more than 5 (five) kg. Subject to the prevalent applicable local laws and security regulations passengers may take liquids on board in their Unchecked Baggage provided they meet the following restrictions:

- a. The liquid is in a container with a maximum volume of 100 ml;
- b. That all liquid containers meeting the maximum volume of 100 ml each can be fitted comfortably into a transparent, re-sealable 1 litre plastic bag.

The plastic bag should be presented separately at security. You may be required to dispose of liquids which do not meet the above requirements.

9.7. Collection and Delivery of Baggage: You shall collect your Baggage as soon as it is available for collection at the place of destination or Stopover. If you do not collect it within a reasonable time and the baggage needs to be stored at our premises, we may charge a storage fee. If Checked Baggage is not claimed within one (1) month of the time it was made available to you, we are entitled to presume that you have abandoned the Baggage and we may dispose of the Baggage without any liability to you. Only the bearer of the Baggage Identification Tag or Baggage Check delivered to the Passenger at the time the Baggage was checked, is entitled to delivery of Baggage. If a person claiming the Baggage is unable to produce a Baggage Check or a Baggage Identification Tag for identification of the Baggage, we will deliver the Baggage to such person only on condition that he or she has established to our satisfaction his or her right thereto, and if required by us, such person shall furnish adequate security to indemnify us for any loss, damage or expense which may be incurred by us as a result of such delivery. Acceptance of Baggage by the bearer of the Baggage Identification Tag without complaint at the time of delivery is prima facie evidence that the Baggage has been delivered in good condition and in accordance with the contract of carriage, unless you prove otherwise.

10. Schedules, Delays, Cancellation of Flights and Refunds

10.1. Times and Schedules not guaranteed: We undertake to use our best efforts to carry you and your baggage with reasonable dispatch and to adhere to published schedules in effect on the date of travel. Although we will endeavour to adhere to published schedules in effect on the date of travel, we do not guarantee that your flight will depart and arrive at the times set forth in our timetables and schedules. Times shown in timetables, schedules or elsewhere are subject to change at any time and from time to time without notice. Our timetables and published schedules shall form no part of your contract with us. We shall not be liable in any way whatsoever for errors or omissions in timetables or other publications of schedules or representations made by our employees, agents, or representatives as to the dates or times of departure or arrival or as to the operation of any flights.

10.2. Delay, Cancellation, Changes of Schedules: At any time after a booking has been made we may change our schedules and/or cancel, terminate, divert, postpone, reschedule or delay any flight where we reasonably consider this to be justified by circumstances beyond our control including

but not limited to adverse weather or traffic control delays or for reasons of safety or operational reasons. In such circumstances, we will provide a refund of the fare you have paid. In the event of a force majeure event such as an Act of God, we will make a refund to you or the person who has paid for the Ticket in full; however, the refund is subject to deduction of 10%, being our administration fee.

10.3. Refunds: We will refund a Ticket or any unused portion, in accordance with the applicable fare rules or Tariff and Ministerial Regulation PM185/2015 as amended from time to time, as follows:

- a. Except as otherwise provided in this section, we shall be entitled to make a refund either to the person named on the Ticket or to the person who has paid for the Ticket, upon presentation of satisfactory proof of such payment;
- b. If a ticket has been paid for by a person other than the Passenger named on the Ticket, and the Ticket indicates that there is a restriction on refund, we shall make a refund only to the person who paid for the Ticket, or to that person's order; and

10.4. Voluntary Refunds: We will only consider refunds for reasons other than those listed in Article 10.2 if the Passenger named on the Ticket is not able to travel due to illness and is able to verify the illness with a doctor's certificate or if a member of the passenger's immediate family (father, mother, brother, sister) has passed away and the passenger is able to produce a death certificate.

10.5. Currency: All refunds will be subject to Government laws, rules and regulations or orders of the country in which the Ticket was originally purchased and of the country in which the refund is being made. Subject to the foregoing provision, refunds will normally be made in the currency in which the Ticket was paid for but may be made in another currency in accordance with the Carrier's Regulations.

10.6. By Whom Ticket Refundable: Voluntary refunds will be made only by the carrier that originally issued the Ticket or by our Authorised Agent.

10.7. Amount of Refunds

In accordance with the applicable regulation, we will make refunds to you or the person who has paid for the Ticket or to that person's order in the percentage as set out in the following schedule:

≥ 72 hours before flight	75% (seventy five percent) of the base Tariff
48 - < 72 hours before flight	50% (fifty percent) of the base Tariff
24 - < 48 hours before flight	40% (forty percent) of the base Tariff
12 - < 24 hours before flight	30% (thirty percent) of the base Tariff
4 - < 12 hours before flight	20% (twenty percent) of the base Tariff
< 4 hours before flight	10% (ten percent) of the base Tariff

If the purchase of your Ticket was in cash, we will endeavour to make the refund within 15 (fifteen) business days following submission of the refund application. If you made the purchase by credit card or debit card, a refund will be given within 30 (thirty) business days following the submission of your application.

11. Conduct Aboard Aircraft

11.1. Unacceptable Conduct On Board the Aircraft: If in our reasonable opinion you:

- a. conduct yourself on board the aircraft so as to endanger the aircraft or any person or property on board;
- b. obstruct or hinder the crew in the performance of their duties;
- c. fail to comply with any instruction of the crew including but not limited to those with respect to sitting down and fastening seatbelt, smoking (or attempted smoking), alcohol or drug

consumption, use of cellular/mobile telephones, or use any threatening, abusive or insulting words towards the crew;

- d. behave in a manner to which other passengers may reasonably object; or
- e. behave in a manner which causes discomfort, inconvenience, damage or injury to other passengers or the crew.

We may take such measures as we deem necessary to prevent continuation of such conduct including restraining you. You may be disembarked and refused onward carriage at any point and may be prosecuted for offences committed on board the aircraft.

11.2. General Indemnity: If as a result of your conduct we decide, in exercise of our reasonable discretion, to divert the aircraft for the purpose of offloading you, then you shall be liable for all costs which we incur of any nature whatsoever as a result of or arising out of that diversion and all losses suffered or incurred by our agents, employees, independent contractors, passengers and any third party in respect of death, injury, loss damage or delay to other passengers or to property, arising from your misconduct.

11.3. Use of Electronic Devices: For safety or legal reasons, we may forbid or limit operation on board the aircraft of electronic equipment, including but not limited to, cellular/mobile telephones, laptop computers, portable recorders, portable radios, MP3, cassette and CD players, electronic games, laser products or transmitting devices, including radio-controlled toys and walkie-talkies. You must not use these items when we have informed you that they are not permitted to be used. If you do not comply, we can take and retain such electronic devices until the termination of your flight or until such other time as we consider appropriate. Operation of hearing aids and heart pacemakers is permitted.

11.4. Sundries: Passengers are allowed to consume their own food on board our flights provided the same does not have a strong smell which may bother other passengers. It is prohibited to consume alcohol on board our flights. Smoking is not permitted on any of our flights.

12. Liability

12.1. Domestic/Non-Convention Carriage

Notice in Relation to Republic of Indonesia Law Number 1 of 2009 on Aviation and Ministerial Regulation PM77/2011 as amended from time to time: If your journey is for domestic carriage or carriage which is not international carriage for the purposes of the Convention, the provisions of the Republic of Indonesia's Law Number 1 of 2009 on Aviation (together with all implementing regulations) will be applicable to your carriage.

12.2. International Carriage: Passengers on a journey involving an ultimate destination or a stop in a country other than the country of departure are advised that international treaties known as the Warsaw Convention or the Montreal Convention may be applicable to your journey and these Conventions govern and may limit our liability for death or bodily injury, for loss of or damage to baggage, and for delay.

12.3. Liability for loss of or damage to Unchecked Baggage:

We will not be liable for damage to Unchecked Baggage unless such damage is caused by our negligence or that of our Authorised Agents. If there has been contributory negligence on your part, our liability will be adjusted accordingly.

12.4. General Provisions

- a. We shall not be liable for any damage arising from compliance with any laws or government regulations, orders or requirements, or from failure of the Passenger to comply with the same.

- b. Our liability shall not exceed the amount of proven damages. Furthermore, we shall not be liable for indirect or consequential damages.
- c. We shall not be liable for injury to you or for damage to your Baggage caused by property contained in your Baggage. If any of your property causes injury to another person or damage to another person's property or to our property you shall indemnify us for all losses and expenses incurred by us as a result thereof.
- d. If your age or mental or physical condition is such as to involve any hazard or risk to yourself, we shall not be liable for any illness, injury or disability, including death, attributable to such condition or for the aggravation of such condition.
- e. Any exclusion or limitation of liability shall apply to and be for the benefit of our agents, employees and representatives any other carrier whose aircraft is used by us and such carrier's agents, employees and representatives. The aggregate amount recoverable from us and from such agents, employees, representatives and person shall not exceed the amount of our limit of liability.
- f. Unless so expressly provided nothing herein contained shall waive any exclusion or limitation of liability under the Convention or any other applicable laws.

13. Time Limitation on Claims and Actions

13.1. **Notice of Claims:** Acceptance of Checked Baggage by the bearer of the Baggage Check or Baggage Identification Tag without formal complaint at the time of delivery is sufficient evidence that the Baggage has been delivered in good order and condition and in accordance with the contract of carriage, unless you prove otherwise. If you wish to file a claim or an action regarding damage to your Checked Baggage, you must notify us as soon as you discover the damage which, in any event, should not be later than seven (7) days from the date of your arrival at destination. If you wish to file a claim or an action regarding delay of Checked Baggage, you must notify us within twenty-one (21) days from the date the Baggage has been placed at your disposal. Every such notification must be in writing and posted or delivered to us within the above periods. If you do not notify us in writing within the timescales as mentioned above, no action shall lie against us.

13.2. **Limitation of Actions:** Any right you may have for compensation for any damages shall be extinguished if an action is not brought against us within two (2) years from the date of arrival at the destination or from the date on which the aircraft ought to have arrived, or from the date on which the carriage stopped. The method of calculating the period of limitation shall be determined by law of the court seized with jurisdiction to hear the matter.

14. Modification and Waiver

14.1. None of our agents, employees nor representatives has authority to alter, modify or waive any provisions of these Terms & Conditions.

----- PT Transnusa Aviation Mandiri -----