Limited Liability Company "NORD WIND"	Rules for Air Transport of Passengers and Baggage			
	Edition 4	Revision 6	Effective from 16.07.2018	i-01-005
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APPROVED BY

Director General of LLC "NORD WIND"

"<u>16</u>" <u>July</u> 20<u>18</u>

Rules for Air Transport of Passengers and Baggage

Limited Liability Company "NORD WIND"	Rules f	for Air Trans	sport of Passengers an	d Baggage
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Rules for Air Transport of Passengers and Baggage

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2 CHANGE INTRODUCTION SYSTEM

This operations manual shall be amended by inserting current changes into relevant pages, such changes marked by vertical line at the left side. When any additional pages are inserted, all pages will automatically be re-numerated.

All amendments hereof and supplements hereto shall be agreed with First Deputy Director for Commerce and Finance, Advisor, First Deputy Director General, Commercial Director, Deputy Director for Ground Handling, Deputy Director for Transport (Aviation) Security, Deputy Director for Flight Organization - Flight Director, Head of Stewards, Head of Audits and Quality Assurance, and legal advisor of BLS Custos Group LLC who acts in accordance with Legal Service Contract dated 26.06.2013, to be subsequently approved by LLC "NORD WIND" General Director.

When issuing a new revision, this document shall be edited as follows:

- Use current styles of the document;
- Make amendments/supplements; .
- Make an entry thereof in the revision sheet;
- Save the file, adding one to the last digit prior to the file extension. •

The up-to-date version of the document is stored at the server http://sirius:8080/nws_intranet/. All employees of LLC "NORD WIND" which need to use this document shall be informed thereof and have access to the current version from their respective workplaces.

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3 TERMS, DEFINITIONS, AND ABBREVIATIONS

These Rules use the terms, definitions and abbreviations as defined in the Operating Instruction <u>i-01-001</u> "Management Terms" and those listed below:

3.1 Terms and Definitions

- Airline /Air Operator/ Carrier means Limited Liability Company "NORD WIND";
- Agent means an individual or legal person authorized to act in the name and on behalf of the Carrier to attract Passengers, issue and sale contracts to for passenger transportation on the Carrier's routes in accordance with the Agent Contract entered into by such individual or legal person.
- **Commercial Deed** means a deed to confirm circumstances that may cause civil liability of the Carrier or Passenger;
- Property Irregularity Report (PIR) means a Property Irregularity Report issued by the Carrier or Handling Company in the presence of the baggage owner or other person authorized by such owner, immediately upon discovery of an irregularity of such property.
- Airport means a set of facilities including aerodrome, air terminal, other facilities intended for aircraft departures and arrivals and air carriage servicing, as well as related equipment, aviation staff and other employees
- Destination Airport (Point) means an airport (point) to which the Passenger and his/her baggage should be delivered in accordance with the Air Carriage Contract
- **International Airport** means an airport open for international flights, with the customs, border, quarantine, and other control points functioning.
- **Stopover Airport** means an intermediary en-route airport, at which a passenger ceases, in accordance with the Air Carriage Contract, his/her flight for at least 24 hours;
- **Transfer Airport** means an intermediary airport specified in the air ticket as that for the passenger's connection from one flight to another along his/her route, in accordance with the Air Carriage Contract;
- Baggage means personal belongings of the Passenger to be transported by the Carrier in accordance with the Air Carriage Contract;
- Checked-in (Registered) Baggage means the Passenger's baggage accepted by the Carrier for air transport at the Carrier's risk, which is confirmed by the applicable baggage receipt and baggage tag issued by the Carrier;

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- Excess Baggage means a part of baggage that either exceeds the Carrier's toll-free allowance or shall be paid for regardless of such allowance, as stipulated by the Carrier's regulations;
 - **Transfer Baggage** means a baggage which, in accordance with the Air Carriage Contract, should be unloaded from an aircraft at a transfer airport and loaded onto another aircraft to be transported along some other route;
- Baggage Tag means a label to be issued by the Carrier to identify the Passenger's registered baggage;
- Ticket (Passenger Ticket) means a carriage document which certifies conclusion of the Air Carriage Contract and acceptance of the Carrier's terms and conditions for transporting Passengers and their baggage;
- E-Ticket (ET) means a type of carriage document, which stores all information on a passenger and his/her route in the Carrier's electronic database;
- Booking means preliminary allocation of either an aircraft seat to a certain passenger on a certain flight, date, and time or volume and weight capacities to transport baggage by an aircraft;
- **Domestic Flight** means a flight with the departure point, destination point and all points en-route located in the Russian Federation;
- Refund means returning, in whole or in part, to the Passenger or his/her respective authorized party, an applicable fare or fee that have been paid for, but not used in whole or in part;
- **Air Carriage** means transportation of Passengers, baggage, or cargo by aircraft, in accordance with terms and conditions of the Air Carriage;
- Dangerous Goods (or Hazardous Materials) means articles or substances that may, when being carried by aircraft, pose a significant threat to life and health of passengers, to flight safety, security or integrity of property and/or environment; such goods are either listed in the Dangerous Goods List established by, or could be classified as Dangerous Goods in accordance with, the Technical Instructions for the Safe Transport of Dangerous Goods by Air (ICAO Doc 9284 AN/905);
- Air Charter Contract means a type of contract under which a party (carrier) undertakes to provide to the other party (charterer), for a fee, one or more aircraft or a part of it, to perform one or more flights for air carriage of Passengers and baggage;
- Pre-Flight Screening means checking of hand luggage, baggage, and passengers (personal examination), aircraft, crews, onboard stock, in order

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to discover any substances and/or items prohibited for air carriage (explosives, flammables, radioactive or toxic substances, weapons, ammunitions, drugs, etc.) due to reasons of aviation security

- Labeling means text, symbols and pictures placed on a package and/or products;
- **Route** means airports (points) of departure, transfer, stopover, and destination, as specified in a certain sequence in the Passenger Ticket;
- Itinerary Receipt means a document which is part of an electronic ticket and contains required data (such as passenger surname, route, fare, etc.) and notifications;
- International Flight means a flight for which a departure and destination points are located in either two countries or one country, provided there is(are) any stopover(s) in some other country;
- International Civil Aviation Organization (ICAO) means the world's international organization, established in accordance with the Chicago Convention on International Civil Aviation (signed on 7 December 1944) for assisting safe and orderly development of international civil aviation;
- Handling Agent or Company means a company that have entered into a Handling Agreement with the Carrier and under such agreement may, in the name and on behalf of the Carrier, perform all necessary actions and execute documents at respective airport(s) in relation to the Carrier's aircraft arrival and departure and handling of related passengers, baggage, and stock;
- Miscellaneous Charges Order (MCO) means a payment document issued by the Carrier (or its Agent) to the Passenger to confirm payment for the Ticket, baggage transport, or other services in relation to transportation or change of its terms and conditions;
- **Passenger** means a person, excluding a crewmember, who is or should be transported by an aircraft in accordance with the Air Carriage Contract;
- Transit Passenger means the Passenger who has arrived at an intermediate airport and is further carried by the same flight under an Air Carriage Contract;
- Transfer Passenger means the Passenger who has arrived at a transfer/connection airport (point) and is further carried by another flight under an Air Carriage Contract;
- **Carrier** means an air operator which issues carriage documents, performs or undertakes to perform air carriage, and renders or undertakes to render

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related services, in accordance with a transport or payment document issued by the Carrier or any person authorized by the Carrier;

- Baggage Damage means a state of baggage under such baggage could not be used in accordance with their its design, in whole or in part;
- Claim means a written request submitted to the Carrier by a person entitled thereto by the Russian Federation laws and the Air Carriage Contract, including reasons of non-performance or improper performance of the Air Carriage Contract
- **Commercial Capacity** means parts of the passenger cabin, baggage compartments and cargo holds, which may be used for commercial loads;
- Flight Check-in means the recording, in the computer check-in system (or manually), of the Passengers, their Baggage and Hand luggage for the Carrier's flight and the withdrawing of the flight coupon from the hardcopy ticket or changing the status of the e-ticket;
- Flight means a scheduled or non-scheduled flight operated by an aircraft flying from the start point to the end point of a route;
- Scheduled Flight means an aircraft flight to be performed along a certain route in accordance with an applicable schedule;
- Charter Flight means an aircraft flight to be performed in accordance with an applicable Charter Contract in relation to such aircraft;
- Hand Luggage means personal belongings of the Passenger that are held at hand and carried in the cabin, their weight and dimensions being established by the Carrier and allowing their safe and secure placement in the aircraft cabin;
- **Fee** means a payment set forth by the Carrier or its Agent for auxiliary services in relation to air carriage of passengers and baggage;
- Service Dog means a dog belonging to a canine agency of the federal executive authorities;
- CodeShare means the joint operation agreement between air carriers in relation to a route;
- **Fare** means a payment to the Carrier for air carriage of the Passenger or piece of cargo or piece of baggage in terms of its weight or volume, from a departure to the destination, along a certain route;
- Technical Instructions for the Safe Transport of Dangerous Goods by Air (ICAO Doc 9284 AN/905) means the instructions approved and published by the ICAO Council, specifying requirements to international air transport of dangerous goods;

The effective version is at:

Electronic Miscellaneous Document (EMD) means an electronic document to pay for certain services and fees not included into the ticket fare; such EMD being stored at the Carrier's server (similar to the E-Ticket server).

3.2 List of Abbreviations

- AC means aircraft;
- **NCS** means the National Courier Service of the Russian Federation;
- **ICAO** means the International Civil Aviation Organization;
- **ICC** means the Intergovernmental Courier Communications;
- **RF** means the Russian Federation;
- **QMS** means the Quality Management System;
- **FAR** means the Federal Aviation Rules;
- **FGS** means the Federal Guard Service of the Russian Federation.
- CBBG (Cabin Baggage) means hand luggage to be placed onto a separate passenger seat paid for by the passenger.
- **EXST (Extra Seat)** means an additional seat(s) requested by the Passenger in the aircraft cabin.

4 **REFERENCE REGULATIONS**

These Rules are established in consideration of and in compliance with the following:

- **4.1** Convention for the Unification of Certain Rules Relating to International Carriage by Air (Warsaw Convention of 1929);
- **4.2** Hague Protocol (Protocol to Amend the Convention for the Unification of Certain Rules Relating to International Carriage by Air, dated 1955);
- **4.3** Convention on International Civil Aviation (Chicago Convention of 1944);
- **4.4** Convention for the Suppression of Unlawful Acts against the Safety of Civil Aviation (Montreal, 1971);
- **4.5** Convention on Offences and Certain Other Acts Committed on Board Aircraft (Tokyo, 1963);
- **4.6** Applicable regulations issued by civil aviation authorities of the Russian Federation Ministry of Transport;
- **4.7** ICAO and IATA applicable regulations;
- **4.8** IOSA Standards and Recommended Practices;
- **4.9** Civil Code of the Russian Federation (Part 1) dated 26 January 1996 No. 14-FZ
- 4.10 Air Code of the Russian Federation dated 19 March 1997 No. 60-FZ;
- **4.11** Civil Code of the Russian Federation (Part 1) dated 30 November 1994 No. 51-FZ;
- **4.12** Federal Aviation Rules of the Russian Federation, the effective version;
- **4.13** Code of Administrative Offences of the Russian Federation dated 30 December 2001 No. 195-FZ;
- **4.14** Law of the Russian Federation dated 07 February 1992 No. 2300-1 "On Protection of Consumer Rights";
- **4.15** Law of the Russian Federation dated 27 July 2006 No. 152-FZ "On Personal Data";
- **4.16** Law of the Russian Federation dated 13 December 1996 No. 150-FZ "On Weapon";
- **4.17** Law of the Russian Federation dated 14 June 2012 No. 67-FZ "On Compulsory Liability Insurance of Carriers against Damage to Property or Passenger Life or Health and the Procedure for Recovering Damage Caused by Underground Transport";
- **4.18** Law of the Russian Federation dated 15 August 1996 No. 114-FZ "On the Procedure of Entrance to and Departure from the Russian Federation";

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- **4.19** Decree of the Russian Federation Government dated 15 November 1997 No. 1314 "On Approval of the Rules for the Use of Military Light Weapon and Other Weapon and Ammunition, as well as Cold Weapon by National Military Institutions";
- **4.20** Decree of the Russian Federation Government dated 21 July 1998 No. 814 "On Procedure for Controlling the Use of Civil Weapon and Service Weapon and Ammunition in the Russian Federation";
- **4.21** Decree of the Russian Federation Government dated 15 November 2014 No. 1208 "On Approval of the Transport Security Requirements for Individuals Using the Transport Infrastructure or Vehicles, by Vehicle Types";
- **4.22** Directive of the Federal Air Transport Agency of Russia <u>dated 30 November</u> <u>1999 No. 120/971</u> "On Approval of the Procedure for Transporting by Civil Aircraft of Weapon, Ammunition, or Non-Lethal Weapon Transferred by Passengers for Temporary Storage during Flights";
- **4.23** Directive of the Russian Federation Ministry of Transport dated 25 September 2008 No. 155 "On Approval of the Rules for Establishing and Applying Fares and Fees in Relation to Scheduled Flights of Civil Aviation";
- **4.24** Directive of the Ministry of Transportation of the Russian Federation dated 28 June 2007 No. 82 "On Approval of the Federal Aviation Rules of Russia. General Rules of Passenger, Baggage, and Cargo Transport by Air. Requirements to Passenger, Consignor, and Consignee Servicing";
- **4.25** Directive of the Russian Federation Ministry of Transport dated 15.02.2016 No. 24 "On Approval of the Procedure for Servicing Limited-Capacity Persons at Airports and Onboard of Aircraft";
- **4.26** Directive of the Russian Federation Ministry of Transport dated 23 July 2015 No. 227 "On Approval of the Rules for Screening, Extra Screening, and Re-Screening for Transportation Security Purposes";
- **4.27** Directive of the Russian Federation Ministry of Transport dated 08 November 2006 No. 134 "On Approval of the Electronic Ticket and Baggage Receipt Forms for Civil Aviation";
- **4.28** Directive of the Russian Federation Ministry of Transport dated 28 November 2005 No. 142 "On Approval of the Federal Aviation Rules Aviation Security Requirements to Airports";

5 EXCLUSIONS

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6 GENERAL PROVISIONS

6.1 General Provisions

6.1.1 These Rules for Air Transport of Passengers and Cargo of LLC "NORD WIND" (the "Rules") are developed in accordance with the Russian Federation Air Code, Chapter XV; and Federal Aviation Rules of Russia "General Rules of Passenger, Baggage, and Cargo Transport by Air. Requirements to Passenger, Consignor, and Consignee Servicing," as approved by the Russia's Ministry of Transport Directive dated 28 June 2007 No. 82; and other Russian and international laws and regulations relating to air carriage.

All references of "these Rules" mean these Rules and, if not expressly stipulated otherwise, applicable provisions of the Federal Aviation Rules (excluding provisions that may be or have been contradicted by these Rules).

- 6.1.2 The Rules are applied to international air carriage of passengers and baggage performed by the Carrier, if such carriage does not contradict any conventions relating to international civil aviation, ICAO documents, and applicable international treaties and agreements on air transport, signed by the Russian Federation.
- 6.1.3 The Rules establish general terms and conditions for air carriage of passengers and baggage, and such terms and conditions shall be complied with when entering into and performing under Air Carriage Contracts in relation to passengers and baggage.
- 6.1.4 When entering into the Air Carriage Contract in relation to passengers and baggage, the Carrier applies rules, fares, and fees in effect for the issue date of a relevant carriage document.
- 6.1.5 All disputes on application of these Rules or resulting documents and regulations in relation to passengers, their baggage, sales, registration of carriage documents, embarkation/disembarkation, or loading/unloading shall be solved by the Carrier's officers, Authorized Agents (General Agent) or the Handling Company's officers in accordance with their respective powers-of-attorney.
- 6.1.6 Charter flights shall be performed in accordance with an applicable Charter Contract and these Rules, if not stipulated otherwise in such contract between the charterer and the carrier.
- 6.1.7 LLC "NORD WIND" complies with its Quality Policy, Flight Safety Policy, and Aviation Security Policy and applies related procedures in accordance with applicable provisions hereof.

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6.2 Scope

- 6.2.1 These Rules shall be applied for domestic, international, scheduled, and charter flights performed in fact by LLC "NORD WIND" in order to carry passengers and baggage.
- 6.2.2 These Rules establish rights, obligations, and liabilities for LLC "NORD WIND", its authorized agents acting in the name of LLC "NORD WIND", and individuals using their services and are compulsory for the parties listed above.
- 6.2.3 These Rules are integral part of the Nord Wind Air Carriage Contract.
- 6.2.4 When a passenger enters into the Air Carriage Contract, the Carrier shall apply the version of the Rules, as effective on the issue date of a relevant carriage document.

6.3 Compliance

- 6.3.1 Rights, responsibilities, and liabilities of the parties under the Air Carriage Contract in relation to passengers and baggage shall be governed with:
 - Conventions relating to international civil aviation and applicable international treaties and agreements signed by the Russian Federation;
 - The Russian Federation Air Code and other laws and regulations;
 - These Rules.
- 6.3.2 International carriage of passengers and baggage is subject to applicable regulations, rules, and directives of competent authorities of a country to, from or over which such carriage is/shall be performed.
- 6.3.3 In the case when a provision of these Rules or a carriage document conflicts with laws or legislation of a certain country and cannot be changed by mutual agreement of the Air Carriage Contract between the parties, such provisions shall be valid and deemed part of the Air Carriage Contract only to the extent not conflicting with such laws and legislation. Invalidity of any provision hereof shall not cancel validity and legal force of other provisions hereof.
- 6.3.4 During international flights, the Carrier responsibilities and liabilities are regulated by conventions relating to international air carriage and ICAO and IATA regulations, IOSA standards and recommended practices, except for flights not determined as international ones by the above.

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6.4 Changes

- 6.4.1 These Rules and resulting manuals, guidelines, instructions, and other provisions published by the Carrier in relation to air carriage may be changed without prior notice to Passengers, provided such changes shall not be applied to a Passenger which has already entered into the Air Carriage Contract. Any changes of these Rules come in effect upon their official approval. These Rules may be changed in order to ensure compliance with applicable laws and legislation of the Russian Federation and international treaties and agreements relating to air carriage
- 6.4.2 The Carrier's officers and Agents that render services on the Carrier's behalf and arrange servicing of passengers and baggage shall not be entitled to change or cancel any provisions hereof.

7 CONDITIONS OF AIR CARRIAGE OF PASSENGERS AND BAGGAGE

7.1 Air Carriage Contract

- 7.1.1 Under the Air Carriage Contract in relation to a Passenger, LLC «NORD WIND" undertakes to carry such Passenger to the destination specified, by providing the Passenger with the seat listed in the Ticket and located in the aircraft performing the flight to such destination. If the Passenger checked-in any baggage, the Carrier undertakes to carry such baggage to the destination and issue to the Passenger or his/her designee.
- 7.1.2 LLC "NORD WIND" or its officer, authorized to execute Air Carriage Contracts, may deny to execute such Contract with a passenger, included by the Carrier into a list of persons prohibited for air transportation, except in the following cases:
 - if such person returns to the Russian Federation from a destination, where air transportation is the only transportation connection with the Russian Federation;
 - if such person is subject to expulsion, deportation and readmission (transfer or acceptance by the Russian Federation in accordance with the international readmission agreement) provided that the only means of transportation connection between the Russian Federation and the point of departure or arrival is air transportation;
 - if such person travels to or from the place of medical treatment;
 - if such person accompanies a PRM or other passengers with health issues to or from the place of medical treatment;
 - if such person travels to or from the funerals of a family member (close relative) which is to be documentarily confirmed.

Note: LLC "NORD WIND" is obliged to inform a passenger in writing about his inclusion into its list of persons prohibited for air transportation as well as about the cases in which execution of such Air Carriage Contracts cannot be denied to such person (stated in the items above).

- 7.1.3 If the Air Carriage Contract in relation to a Passenger has the provision on refunding the fare upon termination of the Air Carriage Contract, such Air Carriage Contract shall stipulate the toll-free baggage allowance and the Passenger shall, upon entering into such Air Carriage Contract, pay for the air carriage, including the carriage of the baggage exceeding the toll-free allowance.
- 7.1.4 When entering into the Air Carriage Contract stipulating the toll-free baggage allowance, the Passenger shall have the right to carry the baggage not

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exceeding the toll-free allowance without the need to pay for such carriage and the Carrier shall accept for carriage such baggage not exceeding the tollfree allowance.

- 7.1.5 The toll-free baggage allowance shall be established by the Carrier as a number of baggage pieces and their total weight per passenger.
- 7.1.6 If the Air Carriage Contract in relation to a Passenger does not have the provision on refunding the fare upon termination of the Air Carriage Contract, such Air Carriage Contract may omit the toll-free baggage allowance. When entering into the Air Carriage Contract not stipulating the toll-free baggage allowance, the Passenger shall pay for the carriage, including the carriage of baggage, if any, and the Carrier shall accept for carriage such baggage paid for by the Passenger in accordance with the fee established.
- 7.1.7 LLC "NORD WIND" or its authorized agent shall inform the Passengers on the terms and conditions of the applicable Air Carriage Contract, including the toll-free baggage allowance, if stipulated in the contract entered into, the hand luggage allowance, including the items listed in Article 9.4.8 hereof, articles and substances forbidden for carriage, and carriage conditions for baggage or goods purchased in an airport duty-free zone.
- 7.1.8 The Passenger shall have the right to enter, together with LLC "NORD WIND", into the Air Carriage Contract stipulating either the fare refund or non-refund upon termination of the Air Carriage Contract. LLC "NORD WIND" or its authorized agent shall inform the Passengers on the terms and conditions of the applicable Air Carriage Contract, including the procedure to refund or not refund the fare when terminating the Air Carriage Contract and the procedure to refund the fare prior to entering into the Air Carriage Contract. The procedure to inform passengers on the terms and conditions of the Air Carriage Contract, including the refund/non-refund procedure when terminating the Air Carriage Contract and the refund procedure prior to entering into the Air Carriage Contract shall be established by the Federal Aviation Rules. If the Passenger is not informed on the terms and conditions of the Air Carriage Contract, including the refund/non-refund procedure when terminating the Air Carriage Contract and the refund procedure prior to entering into the Air Carriage Contract, LLC "NORD WIND" will bear the responsibility established by applicable laws of the Russian Federation.
- 7.1.9 Carriage performed by LLC "NORD WIND" under the Passenger Air Carriage Contract and other services rendered by the Carrier are governed by:
 - Terms and conditions of the Passenger Ticket;
 - Applicable fees;
 - These Rules;

The effective version is at:

- The Russian Federation laws and regulations.
- 7.1.10 The entering into the Air Carriage Contract shall be confirmed by the Ticket and Baggage Receipt issued by LLC "NORD WIND" or its authorized agents.
- 7.1.11 Payment of air carriage shall be confirmed by a payment document.
- 7.1.12 The Passengers shall pay for his/her air carriage in accordance with published fares and for baggage carriage, if in excess of the toll-free allowance established by the Carrier.
- 7.1.13 The Air Carriage Contract shall be deemed to be entered into upon the proper and timely payment for such air carriage.
- 7.1.14 Upon full payment of the air carriage, the Carrier or its authorized Agent shall issue to or send via email to the Passenger the itinerary receipt.
- 7.1.15 Fares shall be paid within the term established in the Carrier's fare rules effective as of the booking time, via the channels specified by the Carrier exclusively.
- 7.1.16 In the case when the payment term established by the Air Carriage Contract is not complied with, such Air Carriage Contract shall be deemed null and void, unless confirmed otherwise by the Carrier.
- 7.1.17 The Air Carriage Contract shall be effective until full performance by the Carrier of all its obligations to carry the Passenger and/or baggage along the route specified in the Ticket, provided the Passenger has properly complied with his/her obligations.
- 7.1.18 The Carrier undertakes to apply all efforts within its control to carry passengers and their baggage within reasonable timeframes. The Carrier shall not warrant compliance with the time specified in the flight schedule or other documents; such time being neither an essential condition nor part of the Air Carriage Contract.
- 7.1.19 In the case when the Carrier's flight schedule is changed, the Carrier shall apply all efforts possible to inform, via all channels available, the passengers who have entered into the Air Carriage Contract with the Carrier.
- 7.1.20 The Carrier shall have the right to cancel or delay the flight or replace the aircraft type or change the route against those specified in the Ticket, if required by reasons of flight safety or aviation security or upon request of competent authorities.
- 7.1.21 The Carrier shall not be held responsible for failure to inform the Passenger on a change in the flight schedule, departure/destination airport, flight cancellation or flight details, provided the Passenger failed to specify his/her contacts (phone number, email, etc.) while booking the seat or provided the

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Carrier could not contact such Passenger via the contacts specified, by calling each phone number or email specified at least once, including the case when incorrect data were submitted by the Passenger. In such case, the Carrier shall not refund to the Passenger the losses caused by such failure to inform.

- 7.1.22 Passengers and baggage to be transported by several carriers under the same carriage document from the departure point to the destination point shall be viewed as a single carriage, regardless of connections during or stops of such carriage. In this case, the Carrier shall not be held responsible for connections, if several tickets were bought.
- 7.1.23 The Carrier shall have the right to assign its obligations (or part of them) under the Air Carriage Contract to another party, including another carrier. In this case, the Carrier shall notify the Passenger of the actual carrier and the Passenger shall comply with such actual carrier's applicable rules and regulations, if not stipulated otherwise by the code sharing agreement between LLC "NORD WIND" and such actual carrier.
- 7.1.24 Passengers may learn about the Carrier's rules and regulations in relation to booking, fares, and personal data subjects at our official website: <u>http://nordwindairlines.ru</u> while booking their seats.

7.2 Booking

- 7.2.1 Individuals shall not use carriage services provided by the Carrier, unless having booked the carriage capacities (passenger seat, weight and/or space) at the Carrier's aircraft. (the "Booking")
- 7.2.2 The booking rules for persons with physical limitations are established in Chapter 8 hereof.
- 7.2.3 Booking shall be done by LLC "NORD WIND" or its authorized agent.
- 7.2.4 Passengers may book a seat and baggage space by either calling the Carrier's agent directly or via electronic systems, including the Carrier's website: http://nordwindairlines.ru.
- 7.2.5 Booking of carriage capacities shall not be valid unless recorded in the Carrier's booking system in accordance with applicable rules and regulations of the Carrier and does not contradict with the Air Carriage Contract.
- 7.2.6 Passengers may be limited in the opportunity to change or cancel their bookings, as stipulated by the Carrier's Fare Regulation.
- 7.2.7 Upon expiry of a limit established in the system, a booking shall be cancelled without any additional notice.

- 7.2.8 For the Passenger booking, the Carrier shall not be deemed to warrant to such Passenger a certain seat of a certain servicing class. The Carrier or the Handling Company shall specify the number of a seat allocated to the Passenger during the passenger check-in.
- 7.2.9 Passengers may book carriage capacities and be issued carriage documents to confirm transport of such Passengers and their baggage within the terms stated in the Carrier's Fare Regulation.
- 7.2.10 The Passenger booking shall be considered a preliminary one, until the Carrier or its agent issues to such Passenger a proper carriage document.
- 7.2.11 The Carrier may cancel a booking without notifying the Passenger, if such Passenger has not paid for such booking within a stated term or failed to comply with other conditions, as set out by the Carrier's Fare Regulation.
- 7.2.12 When booking a seat, Passengers shall separately agree with the Carrier the following cases:
 - Passenger accompanied by an infant (below 2 YOA);
 - Unaccompanied child to be attended by the Carrier's staff;
 - Seriously ill passenger; passenger on stretchers; passenger with vision loss, if accompanied by guide dog; passenger with limited movement ability and/or requiring the Carrier's special care (the "limited-mobility passenger");
 - Passenger with weapon and/or ammunitions;
 - Baggage exceeding toll-free allowance (the "excess baggage");
 - Either baggage of the Passenger who entered into the Air Carriage Contract stipulating the toll-free baggage allowance, which is in excess of the toll-free allowance established by the Airline, or baggage of the Passenger who entered into the Air Carriage Contract not stipulating the toll-free baggage allowance (the "Excess Baggage");
 - A packed piece of baggage with its sum of the three dimensions exceeding 203 cm in total (the "oversized baggage");
 - A packed piece of baggage with its weight exceeding 30 kg (the "heavy luggage");
 - Baggage that shall be carried in the aircraft cabin only;
 - Dogs, cats, birds, and other small pets (the "room pets/birds"), service dogs of canine departments of federal authorities (the "service dogs").

7.2.13 When the Passenger submitted for carriage any baggage with its dimensions and/or number of pieces less than those booked and paid for, the differential Edition 4 Revision 6 Effective from 16.07.2018 **i-01-005**

between the paid for dimensions and/or number of pieces shall be refunded to the Passenger.

7.2.14 The Carrier has the right to cancel a booking for the next part of a route without notifying the Passenger, if such Passenger failed to use the booked seat at any leg of the route and to inform the Carrier of his/her intent to continue the flight.

7.3 Personal Data Processing

- 7.3.1 The Carrier may not disclose to a third party any information received from the Passenger, excluding cases specified in Article 7.3.2 and applicable laws of the Russian Federation.
- 7.3.2 To enter into the Air Carriage Contract upon request of the Passenger (the "personal data subject"), the Carrier has the right to process personal data of such Passenger disclosed to it in any form during booking, ticket issue, change of carriage conditions or voluntary refusal from carriage in accordance with the Federal Law 'On Personal Data" dated 27 July 2006 No. 152 (the "FZ-152"), Chapter 6, Para 1, Art. 5. For purposes of these Rules, processing of personal data means an operation or a set of operations to be performed by the Carrier under the Air Carriage Contract, whether with the help of IT equipment or not, including data collection, recording, cataloging, accumulation, storage, verification (updating or changing), retrieval, use, transfer (distribution, disclosure, or access), depersonalization, blockage, removal or deletion.
- 7.3.3 To ensure aviation security, in case of international flights, LLC "NORD WIND" shall arrange transfer of passengers' personal data into automated centralized data bases of personal data in accordance with the Russian law on transport security and the Russian law on personal data as well as to the competent authorities of foreign countries according to the applicable international agreements and law of the countries of departure, arrival or transit. The volume of such data to be transferred is stipulated by the law of the Russian Federation unless otherwise stated in applicable international agreements.
- 7.3.4 In order to maintain its list of persons prohibited for air transportation, LLC "NORD WIND" shall perform handling of passengers' personal data in accordance with the Russian law on personal data.
- 7.3.5 For purposes of these Rules, Passenger's personal data include:
 - Surname, name, patronymic;
 - Data of domestic passport;

- Residence address;
- Contact phone;
- Email and other data listed by the Passenger during the process of seat booking and ticketing.
- 7.3.6 When a Passenger enters into the Air Carriage Contract, this confirms that such Passenger agrees with the following:
 - The Carrier will record such Passenger's personal data in an automated booking and registration system and other automated systems (including cross-border data transfers, as determined by the Federal Law No. 152-FZ "On Personal Data," Art. 12);
 - The Carrier has the right to authorize its Agents or other persons involved into the sales or servicing process on behalf of the Carrier to process such Passenger's personal data.

7.4 Fares and Fees

- 7.4.1 The Carrier or its authorized agent charges applicable fares and fees for carriage of passengers and baggage by scheduled flights.
- 7.4.2 Fares and fees shall be determined in accordance with the Carrier's fares established for air carriage of passengers between a certain departure and destination point (the "fares") or combined fares established for air carriage from the airport where such carriage of a passenger and his/her baggage begins under the Air Carriage Contract (the "departure airport") to the destination airport, as well as fees established by the Rules for Establishing and Applying Fares and Fees in Relation to Scheduled Flights, as approved by the Russian Federation Ministry of Transportation dated 25 September 2008 No. 155, and, if a passenger requests extra services, applicable fees established by LLC "NORD WIND."
- 7.4.3 When the Carrier's authorized agent renders the service of selecting the best route for a Passenger and/or the best fare in accordance with priority criteria for carriage as chosen by the Passenger and/or general terms and conditions of carriage established by each carrier and information services by the authorized agent services, the authorized agent may charge extra fee(s).
- 7.4.4 Fares and fees for air carriage shall be specified in the applicable carriage document.
- 7.4.5 Fares under a charter contract shall not be specified in the applicable carriage document.

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- 7.4.6 Passengers shall pay the applicable fares and fees after the booking, except for the cases listed below.
- 7.4.7 Prior to booking, the Passenger may pay for the carriage and ticket issued, when:
 - The ticket has an open (not determined) departure date;
 - The ticket is issued as waiting for a free carriage capacity, if any (the "for unused seat" status);
 - The ticket is issued when there is free carriage capacity after the end of passenger check-in and baggage receipt issuance.
- 7.4.8 For carriage of passengers and baggage, the Carrier shall apply fares and fees applicable as of the ticket purchase date.
- 7.4.9 If, prior to the beginning of a flight, the Carrier changes fares, the fares for passengers who were already issued tickets shall not be changed, provided the terms and conditions of the Air Carriage Contract remain unchanged.
- 7.4.10 If, prior to the beginning of a flight, the Passenger voluntarily changes conditions of the applicable Air Carriage Contract (the "voluntary change of Air Carriage Contract by Passenger"), the fare will be determined in accordance with the fares and fees effective as of the flight commencement date. If, after to the beginning of a flight, the Passenger voluntarily changes conditions of the applicable Air Carriage Contract, the fare effective as of the flight commencement date will be applied.
- 7.4.11 Additional fees, if any, shall be paid together with fares for the seats booked.
- 7.4.12 If an extra payment is necessary for a ticket already paid for, the same terms and conditions shall be applied.

7.5 Carriage Documents

- 7.5.1 Carriage documents include:
 - For Passengers and their baggage Ticket and Baggage Receipt;
 - EMD/MCO for Excess Baggage and various services relating to the Air Carriage Contract.

7.6 Ticket and Baggage Receipt

- 7.6.1 The Ticket may be issued either in hard copy or electronically.
- 7.6.2 If a ticket, baggage receipt or other document, used to provide air transportation of a passenger or baggage, is issued electronically (electronic

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traffic document), the information about the conditions of a specific air transportation shall be placed in an automated information ticketing system. When issuing a ticket for air transportation of a passenger, such passenger may request, and the Carrier or person, acting under an agreement with the Carrier, is obliged to issue an verified extract from the system, containing the conditions of a specific air transportation, when executing such Air Carriage Contract with the passenger during the check-in for the applicable flight.

- 7.6.3 The Passenger may receive the itinerary receipt for an e-Ticket at a sales point of the Carrier or its Agent or choose other means of delivery, as agreed with the Carrier or its Agent.
- 7.6.4 The Passenger Ticket shall specify such Passenger's surname and name (in full), number of the Passenger's identity document, flight number, flight route, date and time, and toll-free baggage allowance.
- 7.6.5 The Passenger shall be issued a Ticket only upon full payment of the applicable fare established by the Carrier.
- 7.6.6 If the Passenger intends to submit, at the check-in, another identity document than that used for the ticket issue, the Passenger shall, prior to the check-in for the flight, call the Carrier or its Agent to change the ID document data recorded in the ticket and booking system and the Carrier or its Agent shall make such changes.
- 7.6.7 Upon the Passenger request and with the Carrier's consent, the Ticket may be changed to reflect changes in the Air Carriage Contract and the Carrier or its Agent shall make such changes in accordance with the fare application rules and within the ticket validity term.
- 7.6.8 If the Passenger has the E-Ticket, the number of seats and/or baggage weight shall, except for items specified in Article 9.4.8 hereof, be recorded in the electronic passenger and baggage check-in system.

7.7 Invalid Tickets

- 7.7.1 Passengers shall not be accepted for a flight, unless their Tickets have been issued properly.
- 7.7.2 The Carrier shall have the right to view the Ticket as invalid, if:
 - The Ticket submitted by the Passenger was bought from a party other than the Carrier's authorized agent;
 - The Air Carriage Contract with such Passenger is proven not be entered into:

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- The Carrier or its authorized agent notified the Passenger in writing of the impossibility to carry such Passenger by the Carrier's aircraft after a certain date.
- 7.7.3 If the Passenger announces his/her Ticket to be lost/damaged or issued incorrectly, the Carrier will immediately apply all efforts possible to determine whether the Air Carriage Contract has been entered into.
- 7.7.4 Though the Carrier shall apply all commercially reasonable efforts to determine whether the Air Carriage Contract has been entered into, the Carrier shall not bear any responsibility when such entrance cannot be determined due to a failure of an Interline partner or authorized agent to provide necessary data. If the Carrier determines, upon completion of passenger embarkation, that the Air Carriage Contract has been entered into, the Carrier shall provide such Passenger with a same-route carriage by the next flight which has a free seat(s) and carriage capacity of a servicing class as was paid for by such Passenger, all in accordance with the Carrier's Fare Regulation.
- 7.7.5 When the Passenger lost the Excess Baggage Receipt or Miscellaneous Charges Order, such documents shall not be duplicated or re-issued.

7.8 Ticket Transfer

- 7.8.1 Tickets shall not be transferred to and used by a third party(ies). If a Ticket is submitted by a person other than that specified in the Ticket, the Carrier shall have the right to confiscate the Ticket and not refund the fare to the submitter. In this case, the Ticket Confiscation Statement shall be issued, with the reasons specified.
- 7.8.2 The Carrier shall accept only Passengers whose names and other data of their identity documents submitted at checking-in coincide with those recorded during the booking.

7.9 Passenger Identity Documents

- 7.9.1 The Carrier's tickets shall not be issued, unless the Passenger's identity document is submitted and its data recorded:
 - Domestic passport of the Russian Federation
 - International passport of the Russian Federation, passport, diplomatic passport, or corporate passport
 - National passport of a foreign national
 - Residence permit of the Russian Federation for stateless individuals;

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- Birth certificate for nationals of the Russian Federation below 14 years of age;
- Seamen passport (ID card) for a corporate trip;
- Temporary ID card of the Russian Federation national;
- Certificate of Return to a country of which such Passenger is citizen;
- Military ID card of an officer of the Russian Federation or a CIS country;
- Military ID card of a conscript or contracted employee of the Russian Federation Armed Forces, with current entry on the active service;
- Transport document for stateless individuals or refugees;
- Statement of Confinement Completion.
- 7.9.2 For international flights, the Passenger shall submit documents established by the borderline regulations of the entrance/leave country.
- 7.9.3 For purposes of check-in, the Passenger shall submit an identification document specified during the booking and shall have the Ticket (for hardcopy tickets) or Itinerary Receipt (for e-tickets). Passenger and baggage checking-in shall be done upon submission of the Ticket and identity document used by the Passenger for the ticketing, as well as other documents, if established by applicable laws and regulations of the Russian Federation.
- 7.9.4 It is the Passenger's responsibility to obtain all licenses, approvals, permits, visas, etc. required for a flight and comply with all applicable laws and regulations in relation to leaving from, entering to or transiting through a relevant country. The Carrier shall not bear any responsibility, when the Passenger failed to obtain such licenses, approvals, permits, visas, etc. or to comply with applicable laws and regulations.
- 7.9.5 Upon the Carrier's request, the Passenger shall submit all documents required in relation to his/her leaving from, entering to or transiting through a relevant country, his/her health certificates and/or other documents in accordance with applicable laws, as well as shall permit to the Carrier and keep copies of any documents, if it is necessary in the Carrier's opinion.

7.10 Ticket Validity Term

7.10.1 The Ticket bought for a price established without limiting the conditions of the ticket sales and use (the "standard-fare Ticket") confirms the Carrier's obligation to carry the Passenger and his/her baggage within one year starting from the flight commencement date or from the Ticket issue date, if the carriage has not started.

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- 7.10.2 A special-fare Ticket confirms the Carrier's obligation to carry the Passenger and his/her baggage within a period specified in the Air Carriage Contract.
- 7.10.3 A Ticket may be exchanged or refunded in accordance with the Carrier's Fare Regulation and within the Ticket validity term.
- 7.10.4 Every Ticket is valid to carry the Passenger between points and according to a servicing class specified therein. If the Ticket does not specify the return date, such seat at return shall not be booked, unless a free seat of a certain servicing class is available within the Ticket validity term.
- 7.10.5 If the Passenger could not complete a flight within the Ticket validity term, due to his/her illness or illness of a family member accompanying him/her during such flight, such Passenger has the right to request from the Carrier to extend the validity of the Air Carriage Contract, and the Carrier shall, in accordance with these Rules and FAR, extend such term in consideration of relevant medical documents submitted by the Passenger.
- 7.10.6 If the Passenger has been issued the Ticket with an open date of departure and such Passenger requests from the Carrier to book a seat and the Carrier cannot provide him/her with a seat and/or carriage capacity within the Ticket validity term, then the Carrier or Authorized Agent shall book a seat for the next flight having a free seat and carriage capacity of the servicing class which has been paid for.

7.11 Scheduled and Charter Flights

- 7.11.1 Passengers and baggage may be transported between cities (airports) along air routes, either regularly or irregularly (by charter flights).
- 7.11.2 Regular carriage shall be performed in accordance with the flight schedule established by the Carrier and published in the flight schedule database.
- 7.11.3 Charter flights shall be performed in accordance with the charter schedule.
- 7.11.4 The Carrier performs charter flights in accordance with agreed flight plans and carriage terms and conditions specified in applicable Charter Contracts.
- 7.11.5 The Carrier, via the Charterer, informs Passengers on the charter carriage terms and conditions and the Carrier's Rules for Air Carriage.

7.12 Changes in the Air Carriage Contract

7.12.1 If the Passenger changes the route (points involved into the carriage; the sequence of points, as specified in the carriage document; or certain flight leg or legs cancelled), departure date or time, servicing class, fare or other

conditions of the Air Carriage Contract, such changes shall be done within the carriage obligation term, except when the Passenger changes the Air Carriage Contract involuntarily.

- 7.12.2 If the Carrier cannot carry the Passenger by a flight specified in the Passenger Ticket, the Carrier, upon consent of such Passenger may:
 - Transport such Passenger by another flight to a destination specified in the applicable carriage document
 - Transfer such Passenger to another carrier to perform such carriage
 - Arrange transportation by some other type of transport
 - Refund the applicable Fare/Fee in accordance with the Russian Federation laws, these Rules, and Fare Regulation.
- 7.12.3 When the Passenger changes the route (date and/or time) for his/her flight, the Carrier may re-calculate the fare.

7.13 **Passenger Stopovers**

7.13.1 The Passenger may stop at any intermediary airport once or several times. While purchasing the Ticket and being issued the baggage tag, such Passenger shall inform the Carrier or its Agent of his/her intention to stop at an intermediary airport, with such stopover specified in the Ticket. In the case of purchasing a special-fare ticket, a stopover shall be performed in consideration of limitations or bans established by the applicable Fare Regulation.

Note: The Passenger may stay at an en-route point within the Ticket validity term, provided such stopover has been agreed with the Carrier or its Agent, listed in the Ticket and baggage tag, considered when calculating the fare and fees, and, for international flights, is permitted by state/aviation authorities of the intended stopover country.

7.13.2 If, when buying the Ticket, the Passenger failed to inform the Carrier of his/her intention to stop at an en-route point, yet expressed such intention upon arriving to such airport, such Passenger may continue flight only when such changes have been recorded in the Ticket (or Ticket has been reissued) in accordance with these Rules and applicable Fare Regulation and upon paying to the Carrier all related losses (including, but not limited to, compensations to be paid by the Carrier to a third party(parties) resulting from a delay caused by the necessity to unload the Passenger's baggage, if checked-in for the destination point initially specified in the carriage document. The provision set forth above shall not be applied to urgent stopovers due to illness of the Passenger or his/her family member who him/her such force-majeure accompanies during flight, or any

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circumstances at the stopover point. The Passenger's/family member's illness not allowing to continue the flight shall be confirmed by a medical statement.

7.13.3 If the Passenger could not continue the flight from an intermediate airport for reasons lying within the Carrier's control, the Carrier shall send such Passenger to a destination point by the next scheduled flight, without charging any additional fare and fees.

7.14 Termination of the Air Carriage Contract

Termination by the Passenger

- 7.14.1 The Passenger may refuse from air carriage in accordance with the Russian Federation laws and in this case the Passenger or his/her designee shall inform LLC «NORD WIND» on the termination of the Air Carriage Contract.
- 7.14.2 When the Passenger or its designee cannot call for refund the Carrier or Agent that sold an unused ticket, such refund shall be decided upon in accordance with the claim procedure.
- 7.14.3 The Passenger shall be deemed to refuse from carriage involuntarily, if:
 - The Carrier delayed or canceled a departure of the scheduled flight specified in such Passenger's carriage document;
 - The Carrier failed to perform a scheduled landing at an intermediary or destination airport;
 - The Carrier could not provide to a Passenger a seat of the servicing class for the scheduled flight, as specified in such Passenger's carriage document;
 - The Carrier's aircraft performing a scheduled flight returned to the departure airport;
 - The Carrier failed to ensure connection for a Passenger's Joint Transport under a certain Ticket and thus such Passenger could not leave the transfer airport;
 - The Passenger failed to leave a departure airport by the scheduled flight specified in his/her carriage document, due to the additional preflight personal examination and baggage screening, which did not result in revealing any substances or items forbidden for carriage by air;
 - The Carrier's aircraft performed a scheduled flight and landed at an airport not specified in the Air Carriage Contract;

- The Passenger or his/her family or close relative accompanying him/her during a flight suddenly fell ill, which was confirmed by the medical and carriage documents, or the Passenger's family member or close relative died, which was confirmed by applicable documents, and the Carrier has been notified prior to the end of passenger check-in for a flight specified in such Passenger's Ticket;
- The Passenger did not use a flight due to some other fault of the Carrier, not listed above.
- 7.14.4 If the Passenger involuntarily cancels the flight, the Carrier shall either make a record in the carriage document or issue the confirmation of a circumstance specified in the provisions above.
- 7.14.5 If the Passenger's reason to cancel a flight is not specified in the list of involuntary reasons, such cancellation will be deemed the voluntary refusal from carriage.

Termination by the Carrier

- 7.14.6 The Carrier may terminate the Air Carriage Contract with the Passenger without the latter's consent in the following cases:
 - Such Passenger failed to comply with the immigration, customs, hygienic or other requirements of the Russian Federation laws and legislation in relation to air carriage, and/or rules and regulations established by countries of departure, destination, or transit;
 - Such Passenger failed to comply with these Rules;
 - Such Passenger refused to pay for the baggage carriage, as required by the Air Carriage Contract;
 - The Passenger refused from the preflight security check;
 - The Passenger's health requires special conditions of air carriage or such carriage either poses a threat to such Passenger or other persons, as confirmed by medical documents, or causes disorder or any other unavoidable difficulties for third parties;
 - The Passenger refuses to pay for carriage of an accompanying child in accordance with the beneficial fare, except when such child is below 2 years of age and is carried toll-free without taking a separate seat;
 - The Passenger violates the Rules of Onboard Conduct, thus posing a threat to the flight safety or life or health of third parties, or the Passenger fails to comply with instructions of the aircraft Captain issued in accordance with the Russian Federation Air Code, Article 58;

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Passenger's hand luggage or baggage contains items or substances forbidden for air carriage.

7.15 Fare Refund

- 7.15.1 If needed, fares shall be refunded by the Carrier or its authorized agent at the sales point.
- 7.15.2 For an unused carriage document, refund amounts shall be determined in accordance with the Carrier's Fare Regulation.
- 7.15.3 If the Air Carriage Contract in relation to a Passenger was terminated by the Carrier, the fare shall be refunded to such Passenger, as established by the Air Code of the Russian Federation, Article 107, Para 1, Provisions 1, 2, 4, 5, and 7:
 - If the Passenger entered into the Air Carriage Contract stipulating a refund in case of the Contract termination, the fare shall be refunded to such Passenger, less the penalty of 25 percent of the fare and the Carrier's expenses incurred in relation to performance under such Contract. The Carrier has the right to decrease such penalty;
 - If the Passenger entered into the Air Carriage Contract not stipulating a refund in case of the Contract termination, such Passenger shall be not refunded the fare, except for unused payments charged by the Carrier on behalf of third parties in accordance with laws of the countries, to, from, or over which such Passenger would be carried.
- 7.15.4 A competent civil aviation authority determines a list of the Carrier's expenses incurred in relation to performance under the Passenger's Air Carriage Contract and to be recovered from a Passenger.
- 7.15.5 If the Air Carriage Contract in relation to a Passenger was terminated by the Carrier, for reasons stipulated by the Air Code of the Russian Federation, Article 108, Para 1, Provision 3:
 - Such Passenger is refunded the fare, if the Passenger's health requires special carriage conditions or threatens safety of such Passenger or third parties, which is confirmed by medical statements;
 - Such Passenger is not refunded the fare, if the Passenger's health state creates disorder or unavoidable difficulties for third parties.
- 7.15.6 If the Air Carriage Contract in relation to the Passenger was terminated by the Carrier for reasons stipulated by the Air Code of the Russian Federation, Article 107, Para 1, Provision 6 (non-compliance with the Rules of Passenger Onboard Conduct or instructions of the Captain), the fare shall not be refunded to such Passenger.

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- 7.15.7 When a Passenger involuntarily refuses from carriage, such Passenger shall be refunded the following sum:
 - If the carriage has not been performed the entire fare;
 - If the carriage has been performed partially a sum determined pro ratio to an unused part of the carriage.
- 7.15.8 When a Passenger voluntarily refuses from carriage, such Passenger shall be refunded in accordance with the Carrier's Fare Regulation and conditions of the Air Carriage Contract:
 - If the Passenger entered into the Air Carriage Contract stipulating a refund in case of the Contract termination, the fare shall be refunded to such Passenger (less the Carrier's expenses incurred in relation to performance under such Contract), provided the Passenger has notified the Carrier of his/her refusal from the flight within 24 hours prior to the end of the check-in term, as established by the Federal Aviation Rules, for a flight specified in the Ticket;
 - If the Passenger failed to notify the Carrier in time of his/her refusal from the air carriage, yet prior to the end of the check-in term, as established by the Federal Aviation Rules, for a flight specified in the Ticket, the fare shall be refunded to such Passenger, less the penalty of 25 percent of the fare and the Carrier's expenses incurred in relation to performance under such Contract. The Carrier has the right to decrease such penalty;
 - If the Passenger failed to notify the Carrier of his/her refusal from the air carriage prior to the end of the check-in term, as established by the Federal Aviation Rules, for a flight specified in the Ticket, the fare shall not be refunded to such Passenger;
 - If the Passenger entered into the Air Carriage Contract not stipulating a refund in case of the Contract termination, such Passenger shall be not refunded the fare, except for unused payments charged by the Carrier on behalf of third parties in accordance with laws of other countries, to, from, or over which such Passenger would be carried.
- 7.15.9 When the Passenger involuntarily refuses from a flight, the Carrier shall either carry such Passenger, upon his/her consent, by a next flight to the destination specified in the carriage document or refund the fare (or part of fare) for the unused flight leg, no deductions made.
- 7.15.10 For charter flights, when the Passenger needs a refund, it is paid by the party that received the fare, in accordance with the Russian Federation laws.

7.15.11 More details of the voluntary or involuntary refunds, application forms and contacts are at the Carrier's website: http://nordwindairlines.ru.

7.16 Eligibility for Fare Refund in Whole or in Part

- 7.16.1 For an unused carriage document, the Carrier refunds the fare to either a person specified in such carriage document, or a person who paid for the carriage, upon submission of the payment confirmation, an identity document, and a confirmation of the right to receive such refund (power-ofattorney certified by Notary Public – for individuals, or power-of-attorney certified by the authorized body of a legal entity – for legal entities), or to a designee upon submission of an identity document and a confirmation of the right to receive such refund.
- 7.16.2 For an unused (partially unused) hardcopy carriage document, the Carrier or its Agent shall not refund the fare, unless being submitted the passenger coupon and unused flight coupons of the Ticket, Miscellaneous Charges Order, electronic miscellaneous document, excess baggage receipt, or miscellaneous charges receipt.

7.17 Other Services and Information Support Without Extra Payment

- 7.17.1 The Carrier (including its Handling Company) arranges provision to Passengers at airports, other places of flight registration or sales, and onboard of aircraft, of services relating to air carriage. The Carrier and its Handling Company may render such services either for payment or toll-free.
- 7.17.2 At an airport, the Carrier and its Handling Company shall arrange, without any additional fees, the following services:
 - Checking-in of passengers and baggage for a flight •
 - Transfer of departing passengers from the air terminal to aircraft and their embarkation
 - Transfer of baggage to an aircraft, its loading to, placement at, and fastening at an aircraft
 - Disembarkation of passengers from aircraft and transfer to the air terminal
 - Unloading of the baggage from aircraft, transfer to the terminal and collection by the Passengers
 - Mother-and-Child room for passengers accompanied by а • child(children) below 7 YOA (if could be provided by the Handling Company at a certain airport)

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- Two phone calls or two e-mails, if the flight has been delayed for 2+ hours
- Refreshing drinks, if the flight has been delayed for 2+ hours
- One hot meal, if the flight has been delayed for 4+ hours, and, if the flight delay continues, more hot meals every six hours in the daytime and every eight hours in the nighttime
- Hotel accommodation, if the flight delay continues for 8+ hours in the daytime and 6+ hours in the nighttime
- Transfers from the airport to the hotel and back, if such accommodation is provided without any additional payment.
- Baggage storage.

Note: For purposes of this Article, flight delays start from a departure time as specified in the Ticket.

- 7.17.3 The Carrier or the Handling Company ensures provision of the following information at operational airports:
 - Departure and arrival times according to an applicable schedule (flight plan)
 - Place and time to start and end the passenger and baggage check-in for the flight listed in a carriage document
 - Gate number and time to commence and complete the embarkation to an aircraft according to an applicable schedule (flight plan)
 - Flight delays against an applicable schedule (flight plan) and delay reasons
 - Ways of transfer to the nearest settlement, between the airport terminals or airports
 - Rules and procedure for the pre-flight and post-flight screenings for passengers and baggage;
 - General rules of the borderline, customs, sanitary, hygienic, veterinary, quarantine, and phytosanitary controls in accordance with the Russian Federation laws;
 - The rules on carrying dangerous goods in the checked-in baggage or hand luggage and the passenger's liability in case of non-compliance therewith;
 - Locations of Mother-and-Child Rooms.

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7.17.4 Information on carriage documents issued to a certain person, on their checking-in at a departure airport, departure or arrival may not be disclosed to third parties, unless requested in writing by state authorities or other entities or individuals and such request is recognized as reasonable and lawful.

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8 CARRIAGE OF PASSENGERS

The Passenger to whom the Ticket is issued shall pass the check-in, baggage check-in, security screening, passport check and boarding at the departure airport. For international flights, the Passenger shall also pass the customs and borderline controls and, if necessary, the quarantine, veterinary, phytosanitary, immigration and other controls

For international flights, the Passenger shall have proper documents required for legal entrance to, leaving from, and other documents established by the laws and regulations of, the country to, from or through which the carriage is to be performed.

8.1 **Preflight and Postflight Screenings**

- 8.1.1 To ensure flight safety, the Passengers, baggage, hand luggage, and cargo shall pass the pre-flight screening and, if necessary, post-flight screening.
- 8.1.2 The pre-flight and post-flight screenings shall be performed at an airport by authorized officers of the aviation security and the transport police.
- 8.1.3 The Passengers having diplomatic status and/or immunity and state couriers on duty shall pass the security screening like any other persons, if not expressly stated otherwise by applicable laws of the Russian Federation.
- 8.1.4 Disabled passengers (on crutches, in wheelchairs, or on stretchers, or with implanted cardio devices) shall be examined manually, while their accompanying persons shall pass security screening like any other persons.
- 8.1.5 Pre-flight screenings do not exclude special screenings by authorized officers for purposes of criminal search, investigation, or other activities as stated by applicable laws of the Russian Federation.
- 8.1.6 Pre-flight screenings shall be performed after the borderline, customs, quarantine, migration, veterinary, phytosanitary, and other controls.
- 8.1.7 If the Passenger refuses to pass security screening, the Carrier has the right to terminate the Air Carriage Contract and refund the fare in accordance with these Rules and Fare Regulation.

8.2 Preflight Passenger and Baggage Check-in

- 8.2.1. Passengers need to arrive at the airport's check-in counter beforehand, to pass all the preflight formalities.
- 8.2.2. Passenger registration begins:
 - In at least three hours prior to the departure time as specified in the Ticket;

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- Or other time, since various airports may vary in terms of their specifics and processing capacities.
- 8.2.3. Passenger check-in for the Carrier's flights ends in 40 minutes prior to departure.
- 8.2.4. For purposes of registration and baggage check-in, the Passenger shall submit an identification document (Article 7.9.1 hereof).
- 8.2.5. Also, if required, the Passenger shall have documents to confirm special carriage conditions for such Passenger and his/her baggage (power-of-attorney in relation to a child, medical examination statement, veterinary certificate, etc.).
- 8.2.6. During check-in at an airport, the Passenger is issued the boarding pass, with the Passenger's surname and initials, flight number, gate number, departure date, time to end the embarkation, and seat number. If required, a boarding pass may contain other information.

Note: If any flight data are changed, the Passengers are informed via the airport's public announcement system and screens.

- 8.2.7. During checking-in of passengers and their baggage, the Passenger shall submit for weighing all the baggage intended for checking-in.
- 8.2.8. During checking-in and upon the Carrier's/agent's request, the Passenger shall submit for weighing his/her hand luggage, rucksack, cradle, and stroller, if used for a child's carriage as specified in Article 9.4.8 hereof.
- 8.2.9. During baggage check-in, the Passenger is issued a part (coupon) of the numbered baggage tag, while the other part is tagged onto each piece of baggage, as accepted by the Carrier for carriage in the aircraft baggage hold (the "Checked-in Baggage"), and thereupon the Carrier shall be responsible for integrity of such baggage and its package.
- 8.2.10. A numbered baggage tag serves to identify each piece of the checkedin baggage and contains data on the Passenger name and surname, baggage weight, flight number, departure date, departure and destination airports to which such checked-in baggage shall be carried, and other information, if necessary.
- 8.2.11. To denote special carriage conditions, a special baggage tag sine numero shall be placed onto the checked-in baggage.
- 8.2.12. If the Passenger refuses to pay for the carriage of his/her baggage for the price and under conditions established by the Air Carriage Contract, the Carrier shall have the right to refuse in carriage to such Passenger.

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- 8.2.13. the Carrier has the right to check all relevant documents during passenger registration, until the time when such Passenger and his/her baggage would be accepted for carriage, yet the Carrier shall not bear any responsibility for the Passenger issues with state authorities (customs, borderline, immigration or other), if not stipulated otherwise by international or national laws of countries of departure, transfer, stopover, or entrance.
- 8.2.14. The Carrier shall take all measures to place together onboard of its aircraft a child/children below 12 years of age and the accompanying adult(s) or persons below 18 years of age who has obtained full legal capacity in accordance with the Russian Federation civil laws.

8.3 Online Checking-In

- 8.3.1 Online checking-in means that Passengers check-in by themselves (without the Carrier's staff) at the official website of the Carrier.
- 8.3.2 Online checking-in starts in 24 hours prior to a flight's scheduled departure and ends in 1 hour prior to the scheduled departure. Prior to the online check-in, the Passenger shall confirm that he/she is aware of the check-in procedure, Rules for Baggage Carriage and Rules of Passenger Onboard Conduct, as published at: <u>www.nordwindairlines.ru</u>. When checking-in online, the Passenger chooses the seat in the cabin and the servicing class, prints out the boarding pass, and may, if needed, cancel the check-in.

Note: Online check-in time for some destinations may differ. The detailed information is published on <u>www.nordwindairlines.ru</u>.

- 8.3.3 Online checking-in is not provided to Passengers having special requests (i.e. carriage of animal(s), weapon, baggage in the passenger seat, etc.) or needing special services, such as accompanying of a handicapped person or minor, etc. Such Passengers shall check-in at an airport.
- 8.3.4 After the online check-in, the Passenger shall submit, for weighing and ticketing, to the airport check-in counter all the baggage intended to check-in, his/her hand luggage, rucksack, cradle, and stroller, if used for a child's carriage as specified in Article 9.4.8 hereof.
- 8.3.5 Boarding passes are mandatory to submit at the departure gate. The Passengers may print-out their boarding passes in A4 hardcopies. If the Passenger could not print-out the boarding pass at home, such Passenger

may receive such boarding pass at the check-in counter in the departure airport, in at least 5 minutes prior to the end of the checking-in.

Note: When travelling to some foreign destinations, after online check-in the passenger shall receive a notification that he/she has to apply to a chech-in counter to receive the boarding pass.

8.4 Boarding

- 8.4.1. The Passenger check-in shall end in 20 minutes prior to the check-in completion.
- 8.4.2. The Passenger shall arrive to the boarding gate no later than the time specified in the boarding pass and is permitted to embark upon submission of the boarding pass for a certain flight.
- 8.4.3. At the boarding gate, the Passenger shall, upon the Carrier's or agent's staff request, submit for weighing his/her hand luggage, rucksack, cradle, and stroller, if used for a child's carriage as specified in Article 9.4.8 hereof.
- 8.4.4. The Passenger being late by the end of passenger and baggage check-in or the end of embarkation may be denied in carriage by this flight. When the Passenger registers for a flight, yet not embarks, baggage of such Passenger will be unloaded and examined.
- 8.4.5. If the Carrier or its authorized agent discover an extra piece of baggage and/or hand luggage not declared by the Passenger at the check-in counter, such Passenger may be denied in carriage.

8.5 Onboard Passenger Servicing

8.5.1 The Carrier shall provide to Passengers certain onboard services, depending on the aircraft type and equipment, flight time, time of the day, and servicing class as specified in the Passenger's carriage document.

To receive the services offered by the Carrier or extra services, the Passenger shall take the seat listed in the boarding pass.

- 8.5.2 The Carrier ensures that the Passengers onboard are informed of the flight conditions and Rules of Onboard Conduct; main and alternate exits, emergency evacuation rules, and location of personal protection and inflatable ladders.
- 8.5.3 The Carrier ensures first aid for the Passengers onboard of its aircraft.
- 8.5.4 Meals and hot drinks shall be provided by the Carrier depending on the flight time, specified in the flight schedule, and the servicing class.

To learn more about meal types, amounts of food and the availability of extra meals or personal-preference meals on the Carrier's flights, please visit <u>http://nordwindairlines.ru</u>

The Carrier might not provide meals and drinks, if Passengers were informed of the servicing conditions prior to entrance into applicable Air Carriage Contracts.

8.5.5 Smoking onboard of an aircraft is strictly forbidden, including electronic cigarettes.

8.6 Extra Seat in Cabin (EXST)

- 8.6.1. Upon the Passenger request and upon the Carrier's consent (to be obtained in at least 24 hours prior to departure), the Carrier may book one or more extra seats in the cabin for convenience of such passenger.
- 8.6.2. The Passenger shall pay for the extra seat, if assigned, in accordance with the regular price established for one adult.
- 8.6.3. Extra seats shall not be booked by several bookings.
- 8.6.4. During check-in, the Passenger who booked and paid for an extra seat is issued two boarding passes one for the Passenger and one for extra seat, with the same number of the boarding pass.
- 8.6.5. Extra seat shall be recorded in the same ticket.
- 8.6.6. For the ticket specifying extra seat, one toll-free baggage allowance shall be applied in accordance with the fee paid for.

8.7 Seat Choice

Passengers may choose the Seat Choice service for their convenience, this service is payable, the terms and conditions are specified at <u>www.nordwindairlines.ru</u>.

8.8 **Preferential Conditions for Certain Passengers**

- 8.8.1 Certain categories of passengers are entitled to use air transport under preferential conditions in accordance with the Russian Federation laws and the Carrier's Rules for Air Transport.
- 8.8.2 For passengers entitled for preferential treatment, carriage documents are issued separately, upon submission of confirmations applicable to air transport in accordance with the Russian Federation laws and with the Carrier's written consent.

8.9 Children and Infants

General

- 8.9.1 To enable the Carrier issuing a child's Ticket and performing pre-flight registration, customers need to submit a confirmation of the child's age, as of the date of the flight commencement at a departure point specified in the carriage document. The Carrier or its Agent shall specify in a child's Ticket his/her birth date.
- 8.9.2 In the case when a child's Ticket is re-issued after the beginning of the flight due to a change of the route and/or departure date, such re-issuance shall be made with a discount established for the child's age as of the date of the flight commencement at a departure point specified in the carriage document, even if the child's age has changed by the time of the Ticket re-issuance.
- 8.9.3 Passengers accompanied by a child(children) may, in addition to the toll-free allowance, carry a baby stroller, provided it is used by the Passenger (not in the manufacturer's package). Such stroller is carried in the baggage hold as checked-in baggage. Passengers may use strollers until the embarkation and pass them to the baggage hold immediately prior to the boarding. When needing to carry a stroller, the Passenger shall inform the check-in staff who issues the tag entitling to transfer the checked-in stroller immediately prior to the boarding.
- 8.9.4 It is forbidden to arrange the seating near emergency exits of adults accompanied by infants below 18 years of age.
- 8.9.5 A minor may not leave the Russian Federation, unless in compliance with the Russian Federation laws.
- 8.9.6 Children aged from 2 to 12 are accepted for a flight, if accompanied by an adult or legally capable person which has full legally capability in accordance with civil law of the Russian Federation prior to the age of 18, or unaccompanied and being under the Carrier's care. Children aged between 5 and 12 (see article "Unaccompanied Minors") may travel unaccompanied and under the Carrier's staff supervision.
- 8.9.7 Children above 12 may be carried unaccompanied by an adult or a person below 18 years of age who has obtained full legal capacity in accordance with the Russian Federation civil laws

Infants

8.9.8 Infants are accepted for a flight, if aged at least 7 days, in accordance with the medical recommendations.

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8.9.9 Prematurely born infants shall not be accepted for a flight, unless obtained the medical statement that the child would be safe during a flight.

Passengers with Children Below 2YOA

- 8.9.10 An adult or person which, in accordance with civil laws of the Russian Federation, has obtained full legal capacity prior to the age of 18, shall be entitled to carry one child of the age below 2, for domestic flights toll-free, while for international flights with the discount of 90 percent of the standard fare or special fare, if no specific conditions for the special fare are established. In this case, a child will not be provided a separate seat, though a separate Ticket will be issued. If a child of the age below 2 is provided with a separate seat upon the accompanying Passenger's request, such child will have a ticket at 50 percent of the standard fare or special fare are established.
- 8.9.11 Other children of below 2 years of age, which accompany the Passenger, as well as children aged between 2 and 12, shall be carried with the discount of 50 percent of the standard fare or special fare, if no specific conditions for the special fare are established; such children to be provided with separate seats.
- 8.9.12 It is forbidden to place two children onto the same seat.
- 8.9.13 For security purposes and to ensure availability of oxygen masks for passengers in the case of the cabin depressurization, no more than one child aged below 2 and not issued a separate ticket could be seated in the same seat block in the cabin.
- 8.9.14 Upon the request to be submitted in at least 48 hours prior to departure, a child may be provided with infant's food for children below 2YOA (BBML). Without such request, the infant below 2YOA would not be provided any meals onboard of an aircraft.
- 8.9.15 Upon the request to be submitted in at least 36 hours prior to departure, infants below 1YOA may be provided with a bassinet (provided there are proper fastenings in place), while onboard of an aircraft. Such BSCT-Bassinet / carrycot / baby basket is intended for infants below 1YOA, with their weight not exceeding 11 kg.
- 8.9.16 At aircraft, an infant shall be in the hands of the accompanying person throughout the flight.
- 8.9.17 Infants should be placed with their heads towards the aisle (except for the aisle seats, at which infants are placed with their heads towards the window), to exclude traumas of the infant's head when an item falls down from the steward trolley.

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8.9.18 Children shall not be placed in the same row of seats without adults accompanying.

8.10 Carriage of Children's Groups

- 8.10.1 If you carry 20 or more children aged below 18 years old, this means a children's group. Carriage of children's groups shall be agreed with the Carrier in at least 10 working days prior to the flight.
- 8.10.2 Passengers under 18 years shall not be seated near an emergency exit.
- 8.10.3 A head or authorized officer of an entity that has formed the children's group and is responsible for their safety, shall agree with the Carrier, in at least 10 working days prior to the flight, the group carriage and submit the list of traveling children, list of accompanying adults (names and phones), including a person in charge, and list of emergency contacts. A carriage is deemed to be confirmed/agreed, when the Carrier's departments consented to such carriage and the Carrier sent the confirmation to the customer requesting such carriage.
- 8.10.4 A number of accompanying adults shall be at least one person per 30 children, yet the number of such accompanying persons may be reconsidered upon the Carrier's consent.
- 8.10.5 In case of flight problems (such as delayed departure or landing at an alternate aerodrome) which cause a change in the timeframe and/or route, the person in charge of a group shall ensure timely notification of the children's parents (legal guardians).

8.11 Servicing of Children's Groups

- 8.11.1 When arranging meals, food shall comply with applicable standards and regulations and be accompanied with quality and safety confirmations.
- 8.11.2 Drinking water, including potable and bottled water, shall comply with applicable quality and safety requirements.
- 8.11.3 Children's groups shall be checked-in for a flight at separate counters and their seats shall be outside of the emergency exit areas; preferably in the first cabin. The accompanying adults shall be seated near emergency exits and as close to the children as possible.
- 8.11.4 If possible, children's groups shall stay at a separate area and provided with transfer buses to the aircraft.
- 8.11.5 Steward onboard procedures shall include supervision over the children's conduct, maintenance of the cabin's hygienic state, and rendering of first aid, if required.

8.12 Unaccompanied Minors

- 8.12.1 Unaccompanied minors mean children accepted for a flight without their parents or other guardians and aged:
 - From 5 to 12 YOA for domestic flights;
 - From 6 to 12 YOA for international flights.

Note: The Carrier shall not accept for carriage any unaccompanied minors below 5 YOA.

8.12.2 For a certain flight, the number of unaccompanied minors shall not exceed three.

Note: The number of unaccompanied minors may be extended for a certain flight with the Carrier's consent.

- 8.12.3 Upon the parent's/guardian's (legal representative's) request and with the Carrier's consent, children from 12 to 16 may be accepted for unaccompanied travel.
- 8.12.4 Age of an unaccompanied child shall be determined as of the date when the aircraft departs from the airport.

Conditions of Unaccompanied Minor Carriage

- 8.12.5 Unaccompanied minors shall be accepted for carriage, if the following documents are submitted:
 - The booking confirmation;
 - Identity document: either birth certificate for children below 14 YOA or domestic passport for teenagers above 14 YOA; and passport for international flights;
 - The Unaccompanied Minor Consent executed by a parent, guardian or representative in law and the Carrier's representative (agent) at the departure airport in 3 hours prior to the scheduled departure;
 - Parents' or guardian's (representative's in law) consent to carry the child by an international flight as unaccompanied minor, with the term out of the country and the destination country specified (for international flights);
 - Medical Statement in relation to a child (if necessary)
- 8.12.6 Unaccompanied minors shall be carried only to airports where the Carrier has its authorized agents.
- 8.12.7 Unaccompanied minors shall be carried by direct flights only, to the first stopover point.

- 8.12.8 Unaccompanied Minors shall be carried in the Tourist class only, with the full adult fare paid (for the Tourist class).
- 8.12.9 A person who delivered the child to the departure airport shall stay at the airport until the actual departure of the aircraft.

Seating of Unaccompanied Minors

- 8.12.10 Unaccompanied minors shall be seated in accordance with the following requirements:
 - It is forbidden to place children near emergency exits;
 - Emergency equipment is available;
 - A purser can supervise the child and render care during the flight.
 - Unaccompanied minors shall not be seated near an adult male.
- 8.12.11 If two unaccompanied minors go by the same flight, they should be seated next to each other, if possible.

8.13 Handicapped Passengers

General

- 8.13.1 The Passenger shall consider his/her health state and capability to use aircraft transportation.
- 8.13.2 If the Passenger's age, physic or physical state may cause deterioration of the health during a flight or pose a threat to life, the Carrier may accept such Passenger for carriage, provided the Carrier is not held responsible for possible negative consequences of such flight.
- 8.13.3 The Carrier shall have the right to limit the number of certain passenger categories or deny carriage, if:
 - The Passenger's health requires special conditions of air carriage or such carriage either poses a threat to such Passenger or other persons, as confirmed by medical documents, or causes disorder or any other unavoidable difficulties for third parties.
 - When the Passenger needs extra oxygen during flight. The Carrier policies and regulations forbid carriage, in the passenger cabin, of containers with oxygen or compressed air (except when consented by the Carrier's authorized officer).
- 8.13.4 Disabled children below 12 shall be accompanied by an adult or passenger that have obtained full legal capacity prior to the age of 18 in accordance with the Russian Federation laws.

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- 8.13.5 The Passengers with both visual and audial impairment shall be accompanied by a helper during a flight.
- 8.13.6 The Passengers with either visual or audial impairment or the Passengers in wheelchairs may be accepted for a flight without an accompanying person.
- 8.13.7 Passengers with loss of vision may be accompanied by guide dogs.
- 8.13.8 If the Passenger is determined by a competent court to be legally incapable, such Passenger shall be carried upon request of his/her parent, adoptive parent, or guardian and accompanied by an adult capable of ensuring safety for both the Passenger and third parties. If, in the course of the Passenger check-in, the officer determines such Passenger's legal incapability and the transport request and accompanying person are absent, such Passenger shall not be accepted for a flight.
- 8.13.9 Disabled persons and low-mobility persons requiring assistance should be accompanied by an adult (over 18 YOA).
- 8.13.10 In order to be accepted for a flight without the accompanying person, the Passenger shall be capable of:
 - Unfastening the seat belt;
 - Extracting and putting on the life vest;
 - Putting on the oxygen mask without anyone's assistance;
 - Understand safety and security instructions and perceive the information delivered via all channels available;
- 8.13.11 Wheelchairs, crutches and other mobility aids of low-mobility passengers shall be carried toll-free and not included into the toll-free allowance.

Limitations Caused by Safety Reasons for Disabled and Low-Mobility Passengers

- 8.13.12 Passengers using an electrically-driven wheel chair shall have a set of wrenches/tools to disconnect terminal posts of the battery as well as a package for it as per requirements of the ICAO Technical Instructions for the Safe Transport of Dangerous Goods by Air.
- 8.13.13 Connecting and disconnecting of terminal posts of the wheel chair battery shall be performed by the passenger or by the ground handling company, if requested.
- 8.13.14 The Carrier shall not provide handicapped passengers with the service of their lifting and/or carrying in one's arms.

8.13.15 The form of "Request for services" for PRMs or other low-mobility persons is provided at the Carrier official site https://nordwindairlines.ru.

Booking for and Carrying of Handicapped Passengers

- 8.13.16 To book seats and enter into the Air Carriage Contract, (buy a touring product), handicapped passengers may call the Carrier or Agent (or touring operator or touring agent) at the sales point, via phone or email or book seats via the information systems.
- 8.13.17 When entering into the Air Carriage Contract, the disabled or low-mobility passenger shall inform the Carrier or its Agent that performs booking, sale and execution of the carriage documents and the touring operator or touring agent (for touring product sale agreements), of their health limitations; dimensions, weight, and other characteristics of their personal mobility aids (including data on batteries used for such aids, if any) to be carried onboard of an aircraft.

Note. A request for transportation of a stretcher person shall be made at least 48 hours prior to the departure stated in the flight schedule.

8.13.18 Requests for onboard servicing of handicapped passengers shall be submitted to the Carrier or its Agent when booking and/or entering into the Air Carriage Contract or to the touring operator or agent when entering into the touring product sale contract.

Servicing at Airports

- 8.13.19 To enable the Carrier arranging the services requested, handicapped passengers should arrive to the departure airport beforehand, by the time when the checking-in for the flight begins.
- 8.13.20 Upon the request in relation to the disabled or low-mobility passengers, if submitted directly at the handling company's airport, the services listed below shall be provided toll-free:
 - Meeting at the arrival place and assistance when moving around the airport, provided the Passenger has notified of his/her arrival;
 - Providing the wheelchair and/or other mobility aid to move around the airport;
 - Leasing the wheelchair to the low-mobility passenger in the case when delivery of his/her mobility aid to the destination airport or intermediary airport was delayed, lost or damaged during a flight;
 - Assisting in walking of guide dogs.

- 8.13.21 Upon the request in relation to the disabled or low-mobility passengers, if submitted when entering into the Air Carriage Contract or touring product sale contract, the services listed below shall be provided toll-free at the airport by the handling company:
 - Assisting in movements within air terminals, including during the passenger and baggage check-in;
 - Assisting when passing the borderline, customs, quarantine, veterinary, and phytosanitary controls in accordance with the Russian Federation laws and when passing the preflight screening;
 - Assisting during embarkation, including when using wheelchairs and/or ambulifts for low-mobility passengers
 - Embarking in the priority order;
 - Disembarking with the use of wheelchair and/or ambulift, after the other passengers, including assistance in carrying hand luggage of the disabled passenger;
 - Meeting at the arrival airport by the handling company;

Onboard Servicing

- 8.13.22 On board of an aircraft, disabled Passengers shall be provided, without charging additional payments, the following services:
 - Information of the Rules on Onboard Passenger Conduct and other information in a form suitable for disabled persons;
 - Assisting in placement of hand luggage in the cabin;
 - Temporary leasing of a wheelchair, upon request of a low-mobility passenger for movements onboard of an aircraft; the maximum weight of the Passenger to be placed into the onboard wheelchair is 250 kg, the space between hand rests is 34 cm.

Onboard wheelchairs shall be activated by a member of the cabin crew and used only during the echelon flight;

- Assisting in movements to/from the toilet in the wheelchair.
- 8.13.23 During checking-in, handicapped passengers should be provided with seats complying with their respective requests and free as of the request time, except for seats near emergency exits.

Passengers on Stretchers

8.13.24 Persons staying on stretches are carried:

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- In additional seats;
- In the Tourist class only;
- The price is three times standard Coach-class fare;
- Together with accompanying person(s).
- 8.13.25 Passengers on stretches shall be carried upon consent of all involved departments of the Carrier and handling companies of the departure and arrival airports.
- 8.13.26 Seats in the cabin for passengers on stretchers shall be determined in consideration of the following:
 - No hinders in case of passenger evacuation
 - Convenient evacuation of passengers on stretchers
- 8.13.27 Passengers on stretchers shall be accompanied by a personal in-flight assistant.
- 8.13.28 Due to reasons of construction safety, the weight of a passenger on stretches shall not exceed 300 pounds (136 kg).

Passengers Needing Oxygen for Medical Reasons

- 8.13.29 Upon request (MEDA), and with the medical confirmations, the Carrier provides oxygen to passengers.
- 8.13.30 In certain cases, (as specified in the Technical Instructions for the Safe Transport of Dangerous Goods by Air, ICAO DOC 9284 AN/905) small containers (up to 5 kg) with gaseous oxygen or air, needed for medical purposes, could be accepted for carriage in the cabin, together with the diseased passenger, as listed below:
 - Diseased passengers shall not be accepted for a flight, unless have the medical permission;
 - Diseased passengers shall be accompanied by medical staff;
 - The oxygen container shall have proper marking and individual number;
 - The passenger and medical staff shall have the permission to carry the oxygen container in the cabin, with the container number and validity term specified;
 - Carriage of oxygen containers shall be governed by the Carrier's rules established for hand luggage;
 - Oxygen containers shall not be carried in the cabin in the absence of a diseased passenger;

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Medical staff shall control the use of the oxygen container.

8.14 Pregnants

- 8.14.1 Pregnants shall consider their state of health and capability to use aircraft transportation.
- 8.14.2 The Carrier shall not bear any responsibility to a pregnant Passenger for unfavorable consequences that may arise for such woman and/or fetus in the course of, or after and resulting from, the flight.
- 8.14.3 Pregnants, especially those with the pregnancy term nearing the end (4 weeks to expected childbirth or 8 weeks for multi-fetus pregnancy), and women within the first 7 days after the delivery should have the medical statement to confirm their satisfactory state of health after the 28th week of pregnancy or in the case of pathologic pregnancy.
- 8.14.4 To ensure flight safety, pregnants shall not be placed near emergency exits.

8.15 Deportees from Russia

Deportees shall be carried in accordance with instructions of competent authorities and at the cost and expense of the federal budget.

8.16 **Persons with Denied Entrance to Destination Country**

- 8.16.1 In relation to persons who arrived by the Carrier's aircraft and were denied entrance to a country due to the visa absent, passport invalid, etc. or persons whom competent authorities decided to deport from a country, such authorized officer shall execute the Deportation Statement.
- 8.16.2 If the Carrier has to pay or deposit a certain sum, fine or provide a security as a result of the Passenger failure to comply with applicable laws, submit required, valid and correct documents, the Passenger shall, upon the Carrier's request, recover the payments, fines, deposits, etc. and related costs and expenses incurred by Carrier.

8.17 Deportees and Persons Deprived of Liberty

- 8.17.1 Deportees shall be accepted for direct flights only, without stopovers.
- 8.17.2 Persons deported from a country by the authorities due to the end of their residence permit or visa or conviction or due to political reasons are accepted for carriage without accompanying persons.
- 8.17.3 Persons deported from a country by the authorities in accordance with the court decision on extradition of a criminal pending the actual proceedings shall be accepted for carriage with at least two guarding policemen (per one

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deportee) and upon consent of competent authorities of the countries involved and with the notice to the Carrier.

- 8.17.4 To ensure flight safety, the Carrier has the right to obtain information of the deportation reasons and deny carriage in its sole discretion.
- 8.17.5 Fares for deportees shall be paid by the authorities of the deporting country. For persons deprived of liberty, the Carrier established the same security requirements as to persons under the extradition procedure.

8.18 Business Class Passengers

- 8.18.1 At airports, business-class Passengers may be offered the Business Lounge.
- 8.18.2 In an aircraft cabin, business-class Passengers are assigned seats of a higher servicing class, in a separate compartment.
- 8.18.3 Business-class Passengers enjoy dedicated onboard servicing, such as business-class meals, refreshing and alcoholic drinks, and additional household equipment.

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9 BAGGAGE CARRIAGE

9.1 General Provisions

9.1.1 The Carrier accepts passenger baggage as checked-in baggage to be carried in the baggage and cargo compartments, while hand luggage is carried in the cabin.

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- 9.1.2 The Passenger's checked-in baggage shall be carried by the same aircraft as that carrying such Passenger. If such concurrent carriage is impossible, the Carrier shall carry such baggage by the next flight to the Passenger's destination.
- 9.1.3 The Carrier has the right to refuse the Passenger in carriage of his/her baggage, if its weight, number of pieces, contents, dimensions, or packing does not comply with provisions of these Rules.
- 9.1.4 If the Passenger is not embarked after registration, his/her baggage (including that of a transit Passenger which have not embarked at an intermediary airport, as well as their hand luggage left in the cabin) shall be removed from such aircraft and subject to security screening.

9.2 Toll-Free Baggage Allowance

- 9.2.1 The Carrier or its Agent shall inform Passengers on toll-free baggage allowances for certain flights and on the fees for excess baggage or baggage excluded from the toll-free allowance.
- 9.2.2 If the Passenger has to change a servicing class due to reasons beyond his/her control, such Passenger has the right to use a baggage allowance established for the servicing class paid for.
- 9.2.3 Toll-free baggage allowances are specified at the Carrier's website: <u>http://nordwindairlines.ru</u>.
- 9.2.4 The Carrier shall have the right to establish, for certain routes and/or fare levels, exceptions from the toll-free baggage allowance, by notifying the Passenger during the booking.
- 9.2.5 Toll-free allowances shall not be applied to:
 - A baggage item regardless of its name and application, if the total of the three dimensions of the package exceeds 203cm (length + width + height for each item), and such piece of baggage exceeding 203 cm is called 'Oversized Baggage'
 - A baggage item regardless of its name and application, if a piece's weight exceeds 30 kg, and such piece of baggage exceeding 32 kg is called 'Heavy-Lift Baggage'

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 Pets (birds), excluding guide dogs accompanying the visually impaired Passengers.

Note: To items specified above, the Carrier applies baggage fees, regardless of the amount of other items belonging to such Passenger and to be transported as baggage.

9.2.6 When a group of Passengers has a common purpose of flight, intends to fly by the same aircraft along the same route to the same destination/stopover point (such as family members or persons travelling together for business or personal purposes) and entered into the Air Carriage Contract stipulating the toll-free baggage allowance, the Carrier applies their toll-free allowances jointly to the entire group.

When a group of Passengers (as determined above) entered into the Air Carriage Contract not stipulating the toll-free baggage allowance and provided they paid for the baggage carriage in accordance with the established fee, the Carrier shall, upon the passengers' request, apply their toll-free allowances jointly, up to the limit specified in the baggage fee regulation.

The weight of a piece of the joint baggage shall not exceed 30 kg to be accepted for carriage without extra payment.

However, in this case, baggage is checked-in for each Passenger separately.

Note: In accordance with Article 25 (10) of FAR 82, during booking, the Passenger shall obtain the Carrier's consent to carrying an excess baggage. The details and conditions to combine the excess baggage are specified at <u>www.nordwindairlines.ru</u>. If the Passenger fails to comply with the baggage carriage conditions, the Carrier may refuse to combine the baggage allowances.

9.3 Checked-in Baggage

- 9.3.1 The Passenger's baggage shall be accepted for carriage when checking-in at the destination airport. The Carrier or the handling company issues to the Passenger the numbered baggage tag for each piece of checked-in baggage. A baggage tag serves to identify baggage. To denote special carriage conditions, checked-in baggage shall bear a special baggage tag sine numero.
- 9.3.2 Weight of a single piece of baggage shall not exceed 50 kg, except for wheelchairs used by the disabled or low-mobility passengers. If weighing more, the baggage shall be carried as cargo. For international flights, other limits may be applied to the baggage maximum weight, dimensions, or

number of pieces, by state authorities or regulations of a departure, transfer, and/or destination airport (point). The Carrier has the right to refuse in carriage of a checked-in baggage, if its weight and/or dimensions do not comply with stated limits.

9.3.3 From the time when a checked-in baggage is accepted for carriage and until the time when it is collected by the Passenger, the Passenger's access to such baggage is forbidden, unless required for purposes of the baggage identification or extra examination by authorities.

9.4 Hand Luggage

- 9.4.1. The toll-free allowance for hand luggage is established by the Carrier in accordance with the <u>Federal Aviation Rules</u> to ensure safe and secure placement of hand luggage in the aircraft cabin:
 - One piece of baggage, with its weight up to 5 kg and dimensions up to 115 cm in total dimensions (55x40x20 cm).
- 9.4.2. Details on the hand luggage are listed at the Carrier's official website http://nordwindairlines.ru
- 9.4.3. If a hand luggage exceeds the toll-free allowance established by the Carrier, it may be carried in the cabin, provided the following conditions are complied with:
 - Not exceeding 115 cm in total dimensions (55x40x20 cm);
 - Not exceeding 10 kg in weight.
- 9.4.4. If a hand luggage exceeds the toll-free allowance, the Carrier charges the fee established by the fee regulation.

Note: For certain flights, the Carrier may cancel this service for purposes of flight safety.

- 9.4.5. Fees established for excess hand luggage are detailed at <u>https://nordwindairlines.ru</u>.
- 9.4.6. Hand luggage exceeding the parameters listed in Article 9.4.3. shall be carried in the baggage hold in accordance with the conditions established by the fee regulation.
- 9.4.7. In the cabin, hand luggage shall be placed under the Passenger's seat. Overhead lockers may contain small lightweight items only or outer garments.
- 9.4.8. As hand luggage and in addition to the toll-free allowance established by the Carrier, the Passenger may carry toll free the following items:

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- Rucksack with its dimensions and weight allowing its safe placement in the cabin and not exceeding the toll-free luggage allowance established by Carrier, or women's bag or portfolio in the rucksack, or bag, of case containing items;
- Bunch of flowers;
- Outer garment;
- Children's food required for the flight time;
- Suit in the garment bag;
- Child-carriage devices (cradle, holding systems (devices) for children below 2 YOA, strollers or other devices) when carrying a child(children), with the device dimensions allowing their safe and secure placement in the cabin's overhead rack or under the front passenger's seat;
- Drugs or special dietary products in amounts required for the flight;
- Crutches, walking sticks, walkers, rollators, folded strollers actually used by the Passenger and allowing their safe and secure placement in the cabin's overhead rack or under the front passenger's seat;
- Goods bought at airport duty-free shops, packed into the sealed plastic bag, with their weight and dimensions allowing their safe and secure placement in the aircraft cabin and not exceeding the toll-free allowance established by the Carrier for hand luggage.
- 9.4.9. It is the Passenger's responsibility to ensure safety and security of his/her hand luggage carried in the cabin. When a flight is interrupted as specified in the carriage document, the Passenger shall take with him/her the hand luggage and personal belongings, when leaving the aircraft.

9.5 Payable (Excess, Heavy-Lift or Oversized) Baggage

- 9.5.1 Excess, oversized and heavy-lift baggage shall not be accepted for carriage, unless the aircraft has free carriage capacities and the Passenger has paid for such baggage, except when carriage of such baggage is agreed with the Carrier and paid for at the booking and except for wheelchairs or other mobility aids for the disabled or low-mobility passengers. Passengers shall inform the Carrier or its Agent beforehand on expected weight and number of pieces of excess baggage and shall book carriage capacities for such baggage.
- 9.5.2 If an amount of baggage submitted by the Passenger for transportation exceeds the amount booked and paid for previously, such baggage shall not be transported unless the aircraft has a free carriage capacity and the applicable fee is paid in full.

- 9.5.3 The Carrier has the right to apply restrictions or refuse carriage of the excess baggage, if not agreed with the Carrier beforehand.
- 9.5.4 If, at a departure point, the Passenger submits a lesser amount of baggage in terms of its weight or number of pieces, than those booked and paid for, the Carrier will refund to such Passenger the difference of the excess baggage fee between the booked and factual weight.
- 9.5.5 Along a route, the Passenger may reduce or, upon the Carrier's consent, increase his/her baggage weight and number of pieces.
- 9.5.6 If the Passenger increases weight and/or number of pieces of his/her baggage along a route, such Passenger shall pay for the baggage exceeding the toll-free allowance in terms of its weight or dimensions. If the Passenger reduces the baggage weight and/or number of pieces en-route, the Carrier will not re-calculate the baggage transportation fee.
- 9.5.7 Oversized baggage may be accepted for carriage, provided dimensions of the aircraft loading hatches and cargo compartments are sufficient for loading/unloading and onboard placement of such baggage. Oversized baggage shall have carriage handles and fastenings to be used when the baggage is moved to/from an aircraft and during flight.
- 9.5.8 If an oversized and/or excess baggage has to be carried by several carriers, a carrier which intends to issue a carriage document shall receive consents of all carriers involved.

9.6 Fees for Excess, Heavy-Lift or Oversized Baggage

- 9.6.1 For carriage of oversized or heavy baggage or service dogs, the Passenger shall pay on the basis of the above's actual weight, dimensions and number of pieces, in accordance with the baggage fees established by the Carrier, regardless of the other items belonging to the Passenger and carried as checked-in baggage, except for guide dogs accompanying visually impaired passengers, wheelchairs, crutches, walking sticks, walkers, or rollators actually used by the low-mobility passengers, or children's strollers with their dimensions allowing their safe and secure placement in the cabin's overhead rack or under the front passenger's seat; such items to be carried without the extra payment.
- 9.6.2 Payments for the oversized, excess or heavy-lift baggage shall be documented by the Excess Baggage Receipt, Miscellaneous Charges Order or EMD.
- 9.6.3 Rates for the transportation of the oversized, excess or heavy-lift baggage shall be published at: <u>https://nordwindairlines.ru</u>.

9.7 Baggage to be Carried on Passenger Seat

- 9.7.1 Baggage requiring special carriage conditions (such as valuables or fragile items) may be accepted for carriage in the passenger cabin, if:
 - The Passenger has agreed this carriage with the Carrier
 - The baggage has been screened in accordance with security procedures;
- 9.7.2 The Passenger shall pay, for the additional seat, the standard fare (the excess baggage fee is not charged). For cabin baggage (CBBG) a separate ticket shall be bought and issued.
- 9.7.3 A weight of the cabin baggage shall not exceed an average passenger's weight (80 kg or less) and dimensions of such baggage shall allow its placement in a separate passenger seat.
- 9.7.4 Baggage shall be placed in the window seat and fastened with the seat belt, so as to exclude hindrances when proceeding to the aircraft exits and emergency exits, exclude blocking the aircraft displays (i.e. "No Smoking," 'Fasten Seat Belts," or "Exit", etc.) from view, or exclude hampering of the stewards' functions.
- 9.7.5 Cabin baggage shall be booked by the same booking only.
- 9.7.6 The baggage carried in the passenger seat is to be checked-in by the Passenger at the check-in counter. For CBBGs, a separate boarding pass shall be issued, with the seat number specified. It is the Passenger who is responsible for safety and security of such baggage.
- 9.7.7 The baggage shall properly be packed to exclude damage to the aircraft equipment during transportation. The baggage package shall have items allowing its fastening to the seat.
- 9.7.8 The Passenger bears all responsibilities in relation to transfer of the cabin baggage to/from an aircraft, loading/unloading, and placement in the cabin.

9.8 Requirements to Baggage Contents

- 9.8.1 To ensure flight safety, the items and substances listed below shall not be accepted for carriage as checked-in baggage or personal belongings:
 - Items that may cause harm to the aircraft, persons or property onboard; animals and birds (except for pets and room birds and task dogs), insects, fishing material, reptiles, rodents, experimental or diseased animals, and items and substances forbidden for air carriage in accordance with applicable laws of the Russian Federation, international

treaties or agreements signed by the Russian Federation, and the laws of a country to, from or over which the air carriage is performed;

- Explosives and items with explosive inserts, as well as explosive tools;
- Liquefied and compressed gases;
- Flammable liquids;
- Flammable solids;
- Oxidizing substances and organic peroxides;
- Toxic substances;
- Radioactive materials;
- Acrid or corrosive substances;
- Toxic substances;
- Firearms, cold steel, or gas weapons (except when stipulated otherwise by the Russian Federation laws)
- Gas sprays, pepper sprays, etc. with an active agent.
- 9.8.2 Dangerous goods, weapons, explosives, other articles or substances forbidden or limited to carry onboard of aircraft by either crewmembers or passengers are listed in the Directive of the Russian Federation Ministry of Transport dated 23 July 2015 No. 227 and Technical Instructions for the Safe Transport of Dangerous Goods by Air (Doc 9284 AN/905 //KAO).
- 9.8.3 Items and substances that could be transported by passengers and crewmembers, if the following conditions are complied with:

As the checked-in baggage in the cargo or baggage compartments; passenger access to such baggage is excluded during a flight:

- Crossbows, diving rifles, sables, hatchets, yataghans, broadswords, swords, bayonets, hunting knives: Extendable-blade knives, lock knives, items imitating weapons;
- Household knives or scissors with the blade length exceeding 60 mm.;
- Drinks with the alcohol contents from 24% (not including) to and not exceeding 70% by volume, in retail containers, no more than 5 liters per passenger for domestic flights and 2 liters per passenger for international flights;
- Drinks with the alcohol contents not exceeding 24% by volume;
- Sprays for sports or home use, toilet articles (including sprays), such as hair sprays, perfumes, colognes, and alcohol-containing medicines. The

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outlet valves shall be protected by cups from unintended discharge, a container volume shall not exceed 0.5 kg or 500 mL, with their total weight not exceeding 2 kg or 2 liters per passenger,

- Power-saving lamps in retail packs, in an amount suitable for household use,
- Portable electronic gadgets containing lithium batteries (watches, calculators, photo cameras, cellular phones, laptops, TV cameras, etc., for personal use of passengers or crew),
- Medical thermometer containing mercury, in the standard case one per passenger.

Note: In the case of discovery, during the preflight screening, of any items or substances that could be used for attacking, yet not included into the list of forbidden items onboard, such items or substances shall be packed by the Passenger and carried as the checked-in baggage.

Passenger's personal belongings may include:

- Medical thermometer not containing mercury;
- Mercury blood pressure gauge, in the standard packing, 1 pc. per passenger;
- Mercury barometers and manometers, all packed in special leak-proof containers under the sender's seal;
- Disposable lighters 1 bottle per passenger;
- Hydrogen peroxide 3% 100 mL per passenger;
- Non-dangerous liquids, gels, or sprays in containers not exceeding 100 mL in volume (or an equivalent volume in other measurement units), packed in tightly closing and transparent plastic bags of up to 1 L in volume 1 package per passenger;
- Liquids bought at duty-free shops at an airport or onboard shall be packed in a tight and sealed plastic bag which allows identification of the contents during a flight, with the confirmation of such bag's purchase at an airport or onboard duty-free on the flight date(s).

Note:

• Liquids in 100+ mL containers shall not be accepted for carriage, even if the container is not full.

• Exceptions from the limits specified above are as follows: medicines, children's food, including breast milk, and special dietary products -- all in amounts necessary for a flight.

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9.8.4 Medicines

When carrying a liquid medicine in an amount exceeding 100 mL in the hand luggage, the Passenger shall have at hand the relevant doctor's prescription or excerpt from the medical history, signed by the doctor and Chief Medical Officer and sealed with the hospital seal.

Customs regulations require that any medicine specified in the List of Potent Substances is included into the Customs Declaration, to entitle its crossing the customs border. For a potent substance, the Passenger shall have at hand:

- Medical statement: doctor's prescription, excerpt from the medical history, certified by signatures of the treating doctor, Chief Medical Officer and the hospital seal;
- The medical statement shall specify the descriptions of the potent substance(s) prescribed, their dosage and treatment interval;
- The number of potent substance(s) shall comply with the dosage and treatment interval specified in the medical statement;
- For certain cases, the Passenger needs to submit the cash receipt to confirm the legal purchase;
- For certain cases, the Passenger needs to submit the certified English translations of the documents listed above.

Passengers are advised to read beforehand the List of Drugs, Psychoactive Substances and Their Precursors Subject to Monitoring in the Russian Federation (approved by the Regulation of the Russian Federation Government dated 30 June 1998 No. 681), as placed at the official website of the Federal Customs Service).

- **9.8.5** The Carrier may decide on additional measures to ensure aviation security and forbid carriage of the following in the cabin:
 - Corkscrews;
 - Injection needles (if not reasoned by doctors);
 - Knitting needles;
 - Scissors with their blade length below 60 mm;
 - Extendable (without a lock) knives with the blade length below 60 mm.
 - Blood pressure gauges containing mercury
 - Barometers or manometers containing mercury.
- 9.8.6 Items and substances that may be carried as hand luggage upon the Carrier's consent:
 - Dry ice for perishables:

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- No more than 2.5 kg per passenger (for international flights with the departure from abroad, in accordance with the technical Instruction for the Safe Transport of Dangerous Goods by Air (ICAO Doc 9284 AN/905);
- No more than 2 kg per passenger (for domestic and international flights with the departure from Russia, in accordance with Directive of the Russia's Ministry of Transport dated 25 July 2007 No. 104).
- Small containers (up to 5 kg) with gaseous oxygen or air for medical purposes;
- Mercury barometer or thermometer carried by an employee of a federal meteorological authority. Such barometer or thermometer shall be packed into a resistible outer packing with a durable insert bag made of a leak-proof or puncture-proof material, to prevent mercury leaks regardless of the bag position. The Carrier (the aircraft Captain) shall be informed of such barometer or thermometer;
- Two small containers of CO2 or similar gas of the ICAO DG Class 2.2, inserted into an inflatable life jacket to inflate it, plus two spare cartridges – per passenger;
- Heat-emitting items (i.e. equipment with batteries, such as diving lamps or soldering equipment which emit a lot of heat, if turned on accidentally).
 A heat-emitting component shall be removed to avoid its accidental engagement during transportation;
- 9.8.7. **Wheelchairs powered by helium batteries** could be carried with the battery connected, provided the battery terminal is isolated.
- 9.8.8. Wheelchairs powered by electric non-spillable batteries or other battery-powered mobility aids powered by non-spillable wet batteries and intended for use by passengers whose mobility is restricted by either health, disability or age (please refer to the Packing Instruction 872 and Special Provision A67), provided such batteries are disconnected, the battery terminals are protected from accidental short circuits and the batteries are securely attached to the wheelchair or another mobility aid.

Wheelchairs or other battery-powered vehicles for passengers with low mobility resulting from disability, health deterioration, age, or temporary movement difficulties (i.e. leg fracture) shall be carried so as to prevent them from unintentional tipping over or damage by other baggage, mail or cargo. The transportation of such items shall be coordinated with the Carrier. 9.8.9. Wheelchairs or other mobility aids powered by spillable batteries are accepted for carriage, provided such wheelchair or mobility aid could be loaded, stowed, secured and unloaded always in an upright position, <u>the battery is disconnected</u>, the battery terminals are protected from accidental short circuits and the batteries are securely attached to the wheelchair or another mobility aid.

If wheelchairs or other mobility aids cannot be always loaded, secured and unloaded always in an upright position, batteries must be removed, in which case the wheelchair or another mobility aid may be carried as part of checked-in baggage without restrictions.

The removed batteries shall be carried in a strong, rigid packaging as follows:

□ Packaging kits must be leak-tight and impervious to the battery fluid, and shall be protected against tipping over and securely strapped to pallets or securely fastened in cargo holds using proper fastening aids, such as ropes, straps, clamps or supports (however batteries must not be attached to cargo or baggage);

□ Batteries shall be protected against short circuits, secured upright in the packaging kits and be surrounded with enough compatible absorbent material to completely absorb their liquid contents;

□ These packaging kits shall be marked ("BATTERY, WET, WITH WHEELCHAIR" or "BATTERY, WET, WITH MOBILITY AID") and provided with the "Corrosive" label and the "Package Orientation" label to indicate the correct upright position.

The PIC shall be informed of the location of a wheelchair or other mobility aid with attached batteries or the location of the packaged battery. The transportation of batteries other than non-spillable shall be agreed with the Carrier. Such batteries should be provided with vent plugs to prevent leakage.

- 9.8.10 Wheelchairs or other mobility aids powered by non-spillable wet batteries and intended for use by passengers whose mobility is restricted by either health, disability or age (please refer to the Packing Instruction 872 and Special Provision A67), provided such batteries are disconnected, the battery terminals are protected from accidental short circuits and the batteries are securely attached to the wheelchair or another mobility aid.
- 9.8.11 Wheelchairs or other battery-powered vehicles shall be carried so as to prevent them from unintentional tipping over or damage by other baggage,

mail or cargo. The transportation of such items shall be agreed with the Carrier.

- 9.8.12 The PIC shall be informed of the location of a wheelchair or other mobility aid with attached batteries or the location of the packaged battery. The transportation of batteries other than non-spillable ones shall be agreed with the Carrier. Such batteries should be provided with vent plugs to prevent leakage.
- 9.8.13 Passengers are advised not to place into the checked-in baggage any fragile or perishable items, money, jewelry, precious metals, computers, electronic communication devices, bonds, securities, other valuables, commercial papers, passports, identity documents, keys and similar items.
- 9.8.14 The Passenger shall bear the responsibility for carriage, as checked-in baggage, of items forbidden for carriage or contradicting with the carriage terms and conditions, as established by these Rules.

9.9 Lithium Batteries and Electronic Devices Containing Lithium Batteries

9.9.1 **Portable electronic devices** containing lithium-metal or ion-lithium elements or batteries (including medical devices, such as oxygen concentrators, or household devices, such as cameras, cellphones, laptops, tablets, and other things), when carried by passengers or crew for personal use, could be carried in the cabin as hand luggage.

All laptops/mini laptops and/or other large electronic devices with weight exceeding 1 kg shall be turned-off and placed into the passenger's cabin baggage during taxiing, take-off, climb, descend and landing.

It's prohibited to charge electric devices in the cabin.

If such devices are carried as checked-in baggage, the Passenger shall ensure for the carriage as follows:

- □ Means of preventing accidental activation or damage;
- Complete disengagement (exclude the waiting or low-energy mode).

The lithium content in the lithium-metal batteries should not exceed 2 g, or their specific capacity should not exceed 100 Wh.

Batteries and their elements should be of a type complying with requirements to the tests, as specified in Section 38.3, Part III, UN Manual for Tests and Criteria.

9.9.2 **Spare batteries** for portable electronic devices or other articles containing lithium-metal or ion-lithium elements or batteries mainly intended for powering of other device(s); also, **portable electronic smoking devices**

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powered by batteries (i.e. e-cigarettes, personal steam generators, electronic nicotine delivery systems, etc.), to be carried by the crew or passengers for personal use, shall be:

- Carried as hand luggage only;
- Protected so as to exclude contacts between the battery terminals by placing the device into the retail package or otherwise isolating the terminals, such as wrapping of open terminals with a ribbon or placing each battery into a separate plastic bag or protective cover.
- Use and/or charging of such devices onboard of an aircraft is prohibited.

The lithium content in each lithium-metal battery should not exceed 2 g, or their specific capacity should not exceed 100 Wh.

Batteries and their elements should be of a type complying with requirements to the tests, as specified in Section 38.3, Part III, UN Manual for Tests and Criteria.

9.9.3 **Portable electronic devices** containing ion-lithium batteries with their specific capacity between 100Wh and to and including 160Wh, or lithium-metal batteries with the lithium content between 2g and 8g, to be carried by the crew or passengers for personal use – could be carried as either hand luggage in the cabin or checked-in baggage. For carriage of such portable electronic devices, the Carrier's consent is required.

If such portable electronic devices are carried as checked-in baggage, the Passenger shall ensure for the carriage as follows:

- □ Means of preventing accidental activation or damage;
- □ Complete disengagement (exclude the waiting or low-energy mode).

Batteries and their elements should be of a type complying with requirements to the tests, as specified in Section 38.3, Part III, UN Manual for Tests and Criteria.

9.9.4 **Spare batteries** for portable electronic devices containing ion-lithium batteries with their specific capacity between 100Wh and to and including 160Wh, or lithium-metal batteries with the lithium content between 2g and 8g, to be carried by the crew or passengers for personal use – could be carried as hand luggage in the cabin. For carriage of such portable electronic devices, the Carrier's consent is required, as well as compliance with the following:

 $\hfill\square$ The number of spare batteries protected separately, per person – no more than 2;

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□ The batteries should be protected separately so as to exclude short circuits (by placing into the retail packaging or otherwise isolating the terminals, such as wrapping of open terminals with a ribbon or placing each battery into a separate plastic bag or protective cover).

Batteries and their elements should be of a type complying with requirements to the tests, as specified in Section 38.3, Part III, UN Manual for Tests and Criteria.

9.9.5 Wheelchairs or other mobility aids powered by ion-lithium batteries, intended for use by passengers with the limited mobility caused by disability, health deterioration, age or temporary limitation of movement (i.e. leg fracture), should be carried with the Carrier's consent as follows:

□ For folding wheelchairs, ion-lithium batteries should be removed and carried as hand luggage as follows:

- The batteries should be protected separately so as to exclude short circuits (by placing into the retail packaging or other methods of terminal isolation, such as wrapping of open terminals with a ribbon or placing each battery into a separate plastic bag or protective cover);

- Each battery capacity should not exceed 300 Wh;

- The Passenger may carry only one battery with the capacity of 300 Wh or two separately-protected batteries with the capacity not exceeding 160 Wh each;

- PICs shall be informed of the number and onboard location of ionlithium batteries with the capacity not exceeding 100 Wh;

□ Wheelchairs could be carried in the checked-in baggage, provided:

- The wheelchair is protected from damage that may be caused by movements of other baggage or cargo;

- The wheelchair is protected or securely fastened in the baggage hold;

- Exclude short circuits by protecting the battery terminal (i.e. by placing into the retail packaging or other methods of terminal isolation, such as wrapping of open terminals with a ribbon or placing each battery into a separate box);

- The battery is securely fastened in the mobility aid;
- Electric circuits shall be isolated.
- 9.9.6 **Gyroscooters or other small mobility devices** powered by ion-lithium batteries are accepted for carriage by the Carrier, provided:

□ The Carrier's consent is obtained;

□ The battery installed onto the mobility device is removable and its specific capacity does not exceed 160 Wh;

A mobility device shall be packed into a separate plastic bag /cover and carried as checked-in baggage, provided the battery is removed.

The ion-lithium battery removed from a mobility device should be accepted for carriage as hand luggage only, in accordance with the requirements to spare batteries (Article 9.9.4 hereof).

The Carrier shall not accept for carriage any small mobility devices with integrated batteries (not removable).

9.9.7 Any other devices powered by lithium batteries are accepted for carriage, provided their specifications comply with and do not contradict to, the above.

9.10 Weapons, Ammunitions, and Impact Munitions

- 9.10.1 Weapons, ammunitions, and impact munitions (the "Weapons") shall be carried in accordance with laws and legislation of the Russian Federation, laws of other countries, and international treaties signed by the Russian Federation. Weapons shall be carried with the Carrier's consent only.
- 9.10.2 If a flight route crosses a state border, the Passengers entitled to store and carry weapons in Russia shall agree such issue with competent authorities of a respective country beforehand, to ensure compliance with applicable laws and regulations and be issued a permission to enter such country with weapons.
- 9.10.3 When carrying weapons within the Russian Federation, the Passenger shall have at hand the Weapon Storage and Carriage Permit. When weapon is imported to /exported from/ transferred through the Russian Federation, the Passenger shall have the Weapon Import/Export License, as applicable, issued by the Federal National Guard of the Russian Federation or its territorial branches.
- 9.10.4 Passengers carrying weapons shall call for checking-in in at least 1.5 hours prior to the departure.
- 9.10.5 The rules for entering to /leaving from the Russian Federation with weapons are established by Directive of Russia's Ministry of Internal Affairs dated 28 April 2012 No. 378 "On Approval of the Ministry of Internal Affairs of the Russian Federation Administrative Regulation for Issuing to the Russian Federation Citizen the Permission to Enter into or Leave from the Russian Federation with Civil or Honorary Weapon and Related Ammunition."

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- 9.10.6 Foreign nationals may, as established by Federal Law dated 13 December 1996 No. 150-FZ "On Weapons," enter Russia with the sports or hunting weapons, provided they have the invitation from a legal entity licensed for hunting and the hunting contract with such legal entity or the sports event invitation and the permit from the Federal National Guard of the Russian Federation or its territorial branches.
- 9.10.7 Carriage of weapons by aircraft and procedures at the departure/arrival airport are subject to the Directive of the Federal Air Transport Service and the Ministry of Internal Affairs dated 30 November 1999 No. 120/971 "On Approval of the Guidelines for Carrying, by Civil Aircraft, Weapons, Ammunition and Special Munitions Transferred by Passengers for Flight."
- 9.10.8 Electric shockers and spark arresters made by domestic manufacturers relate to civil weapons and shall be carried in accordance with the general procedure stated for weapons. When carrying shocker(s), the Passenger needs to have at hand its(their) specifications, to enable policemen check compliance with the Russian Federation standards and regulations. Electric shockers and spark arresters made by non-domestic manufacturers shall not be used in Russia and thus their carriage is also forbidden.
- 9.10.9 The weight of ammunition carried by air shall not exceed 5 kg per passenger. Air guns with their muzzle energy exceeding 3J relate to civil weapons and shall be carried in accordance with the general procedure stated for weapons. When carrying air guns with their muzzle energy exceeding 7.5J and caliber exceeding 4.5 mm, the Passenger needs to have the license to carry and store weapons.
- 9.10.10 Ammunition for gas weapons and containers with lachrymatory (irritating) agents are forbidden for carriage. Passengers entitled to store and carry weapons shall transfer them to the Carrier's authorized officer for temporary storage during a flight, such transfer to be made at a departure airport and weapons returned at a destination airport upon the flight completion.
- 9.10.11 Statement of Weapon Acceptance for Flight shall be executed by the airport security office in three counterparts and signed by the Passenger transferring such weapons and the airport security officer.
- 9.10.12 At a destination airport, the Passenger will receive his/her weapons from the airport's security officer upon submission of the third copy of the Statement of Weapon Acceptance, identity document, certificate to carry and store such weapons, and, if required, an applicable permit to enter into or leave from the Russian Federation with weapons.

- 9.10.13 Onboard of an aircraft, only officers of the Federal Protective Service, State Courier Service, and Federal Security Service being on duty may carry weapons, provided their Trip Mission has the record on the weapons and ammunition at hand. Such officers are not obliged to transfer their weapons for temporary storage during a flight, which are carried toll-free.
- 9.10.14 Officers of the Armed Forces or state authorities being on duty, yet not having the Trip Mission and/or not convoying persons of limited liberty have their weapons carried toll-free and transfer the weapons at the departure airport for temporary storage during a flight.
- 9.10.15 Weapons not claimed at a destination airport shall be transferred by the airport's security officer to the police.

9.11 Pets (Birds), Guide Dogs and Task Dogs

General

- 9.11.1 Pets and birds are carried by the Carrier as cabin baggage (hand luggage). Pets (birds) or service dogs shall not be carried in cargo/baggage holds.
- 9.11.2 Pets and birds listed below are accepted for carriage: dogs, cats, canaries, and shell parakeets, to be placed into containers, transport bags or cages.
- 9.11.3 For air carriage, animals or birds shall be accompanied by a legally capable person.
- 9.11.4 The Carrier will not accept for carriage: predators, rodents, hares, reptiles, amphibians, insects, or diseased animals.
- 9.11.5 Pets, room birds, guide dogs, or task dogs are not accepted for carriage, unless having the Carrier's confirmed consent.
- 9.11.6 The Passenger shall inform the Carrier or its Agent on the intention to carry a pet (bird) or guide dog or task dog, when booking or purchasing the Ticket, yet in no case later than in 24 hours prior to departure.
- 9.11.7 The Carrier accepts for carriage by an aircraft no more than:
 - 4 cages with non-antagonistic pets or 2 cages with antagonistic pets;
- 9.11.8 The weight of a pet (room bird) or task dog, cage/container, and food for a flight is not included into the toll-free baggage allowance and shall be paid for by the Passenger in accordance with the Carrier's baggage fees, in addition to the other baggage of such Passenger.
- 9.11.9 Dimensions of the animal's container, carriage bag or cage shall comply with the animal's size and not exceed 20x60x35 cm, by the total of three dimensions (height/length/width), to place the container/bag/cage under the

seat immediately forward of the animal-carrying Passenger's seat. Such dimensions shall allow the animal standing at full height and turning around.

- 9.11.10 The total weight of pet's (room bird's) container or cage or bag shall not exceed 8 kg.
- 9.11.11 Pet's (room bird's) container or cage or bag shall ensure convenient transportation for the animal, have free access of air and secure lock or zip excluding its opening by the animal. The bottom of the container/bag/cage shall be leek-proof and covered with an absorbent. The container or cage or bag shall exclude spilling of such absorbent.
- 9.11.12 An animal carried by air shall stay within the closed container or bag or cage throughout the onboard stay (during the flight, taxiing, embarkation /disembarkment, etc.).
- 9.11.13 During a flight, the pet's (room bird's) container or cage or bag shall be placed under the seat placed immediately forward of the pet/bird owner's seat.
- 9.11.14 It is FORBIDDEN to have antagonistic pets (i.e. dog and cat) in the same row of seats.
- 9.11.15 The Carrier accepts room pets (birds) for carriage, provided the Passenger bears all related responsibilities. The Carrier shall not be held responsible for traumas, diseases or death of animals or birds or for denied entrance to or transit through any country or land.
- 9.11.16 Certain countries have specific rules for animal entrance. The animal entrance rules of the destination country may be found at the website of the Federal Veterinary and Phytosanitary Supervision.
- 9.11.17 Pet's/bird's owners shall bear all responsibilities for compliance with laws of the country to, from or through which such pet/bird is carried.
- 9.11.18 For carriage of room pets (birds) or task dogs, the Passenger shall submit all documents required by laws of the Russian Federation, international treaties, and laws of a country to, from or over which the carriage is performed.
- 9.11.19 The Passenger may get the necessary information about the requirements for import of animals to the country of destination on the official web-site of the Federal Veterinary Control http://fsvps.ru/fsvps/importExport/pets.
- 9.11.20 When checking-in for a flight, the Passenger shall submit the veterinary doctor's and expert's confirmation that the animal is healthy, vaccinated and is entitled for carriage.

9.11.21 An animal not vaccinated against rabies shall not be accepted for carriage. Rabies shot should be made at least 20 days prior to the entrance/departure date, unless the animal has been vaccinated during the last 12 months.

Note. Some countries may have different requirements, for clarification, please apply to the consulate of applicable country when obtaining visa.

- 9.11.22 If an animal behaves aggressively and poses a threat to life and health of other people or seriously interrupts the onboard passenger servicing, the Carrier shall have the right to deny carriage to such animal.
- 9.11.23 Bird cages shall be covered with durable lightproof textile.
- 9.11.24 It is FORBIDDEN to feed room pets (birds), task dogs or guide dogs during the checking-in and flight.
- 9.11.25 Passengers carrying room pets (birds), guide dogs, or task dogs shall be seated at the Tourist class only.
- 9.11.26 Passengers accompanied by animals shall not be seated near emergency exits, galleys or toilets.

9.12 Carriage of Guide Dogs or Task Dogs in Cabin

- 9.12.1 Guide dogs accompanying the Passengers with vision loss are carried in the cabin without containers, upon the Carrier's consent. No charge is due for their carriage.
- 9.12.2 For guide dogs and task dogs, the confirmations listed below shall be at hand, in addition to the standard papers:
 - Of the Passenger's disability;
 - That the Passenger with the task dog is a current officer of the canine department of federal authorities;
 - That the guide dog has been properly qualified to guide visuallyimpaired persons;
- 9.12.3 A guide dog or task dog shall wear a muzzle and be tied at the guided Passenger's legs.
- 9.12.4 The number of guide dogs to be carried by the same aircraft shall be determined on the basis of the Carrier's regulations and the number of disabled persons onboard of such aircraft.

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9.13 Quarantine Products as Baggage

Quarantine products (plants, products of plant origin, packs, packages, soil, or other organisms, items, or materials which may host harmful organisms or facilitate in their dissemination) shall be carried in accordance with international treaties signed by the Russian Federation, laws and legislation of the Russian Federation and other countries to, from or over which a carriage is to be performed - all in relation to plant quarantine.

9.14 Sports Equipment

- 9.14.1 The skiing equipment set includes 1 pair of ski, 1 pair of poles and additional equipment (1 pair of boots, 1 helmet, glasses, special clothes), all packed in one case.
- 9.14.2 The snowboarding equipment set includes 1 snowboard and additional equipment (1 pair of boots, 1 helmet, glasses, special clothes), all packed in one case.
- 9.14.3 The ice hockey equipment set includes 1 baggage piece, which may consist of 1 bag with hockey garments and 1 case with 2 hockey sticks.
- 9.14.4 The golfing equipment set includes a set of clubs, balls and boots in the same package.
- 9.14.5 The fishing equipment set includes one baggage piece consisting of 2 fishing rods and 1 set of tackle.
- 9.14.6 The surfing equipment set includes one baggage piece consisting of:
 - Surfing board max. 2 pcs.;
 - Set of board fins max. 3 pcs.;
 - Fastenings 1 pair;
 - Wet suit 1 pc.;
 - Wet shoes/boots max 2 pairs;
 - Other accessories with the total weight not exceeding 5 kg.
- 9.14.7 The diving equipment set includes one baggage piece consisting of:
 - Buoyancy compensator 1 pc.;
 - Wet suit 1 pc.;
 - Helmet 1 pc.;
 - Gloves 1 pair;
 - Boots or flippers 1 pair;

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- Pressure gauge, octopus, diving mask and other accessories with the total weight not exceeding 5 kg.
- 9.14.8 Equipment and accessories for skiing, snowboarding, hockey, golfing, fishing, diving, surfing, biking and other sports, except for athletic poles (see Article 9.13.11) is included into the toll-free baggage allowance.
- 9.14.9 The excess baggage fee will be applied, if the number of baggage pieces or weight of sports equipment exceeds toll-free allowances established for a certain route.
- 9.14.10 Bikes are accepted for carriage, provided:
 - They are properly packed into the special paper package or film, to exclude movements of the wheel fork;
 - The handlebar is fastened to the frame;
 - Treadles are dismounted.
- 9.14.11 Athletic poles **are not included** into the toll-free baggage allowance and shall be paid for as oversized baggage.
- 9.14.12 From 01 November to and including 15 April, in addition to the free baggage allowance, the Carrier allows to carry additional free baggage piece, consisting of one set of skiing or snowboarding equipment with total weight not exceeding 20 kg.

Such additional piece of checked-in baggage for skiing or snowboarding equipment is not subject to the excess baggage fee and is provided during the check-in.

For skiing or snowboarding equipment included into the toll-free baggage allowance, the established limits and conditions remain the same.

9.15 Musical Instruments

- 9.15.1 Guitars or other instruments in hard cases are carried as checked-in baggage.
- 9.15.2 Musical instruments in soft cases are carried in the cabin, provided the case's total of three dimensions does not exceed 115 cm.
- 9.15.3 If the soft case's total of the three dimensions exceeds 115 cm (i.e. for bass viol, guitar, etc.), a separate seat shall be booked (CBBG, as established by Article 9.7 hereof) and the ticket bought.

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9.16 Baggage Packing

9.16.1 Each piece of the checked-in baggage shall have a serviceable package to maintain the baggage integrity during transportation and handling and to exclude possible damage to passengers, crewmembers, third parties, aircraft, baggage of other passengers, and/or other property.

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- 9.16.2 It is not advised to combine two or more items packed separately into the same cargo piece.
- 9.16.3 A baggage with sharp angles or sticking items or in an unserviceable package shall not be accepted for carriage.
- 9.16.4 A baggage with an external damage, which does not influence its contents during transportation and handling and may not cause harm to passengers, crewmembers, third parties, aircraft, baggage of other passengers, and/or other property, may be accepted for transportation as checked-in baggage upon the Carrier's consent, provided the Passenger has confirmed such external damage by signing the reverse side of the baggage tag.
- 9.16.5 The Carrier has the right to refuse in the checking-in of a certain baggage, if such baggage is not placed into a package ensuring its integrity under normal handling conditions.

9.17 Baggage Collection

- 9.17.1 The Carrier shall ensure the Passengers are informed of reasons and times of any baggage delays and ensure baggage collection by the Passengers.
- 9.17.2 The Passenger shall receive his/her checked-in baggage as the Carrier renders it for collection at a destination point, upon submission of a coupon of the numbered baggage tag.
- 9.17.3 Possession of a baggage will be transferred to the Passenger at an airport to which such baggage is recorded for carriage. However, upon the Passenger's request, he/she may collect the baggage at a departure or stopover point, provided it is not forbidden by state authorities, and further provided that time and circumstances allow such collection.
- 9.17.4 If a baggage is to be collected at a departure or intermediary point, all fees paid to the Carrier previously in relation to such baggage may be refunded to the Passenger upon the Carrier's permission.
- 9.17.5 If a person claiming a baggage cannot produce the coupon of a baggage tag, such person may not be transferred possession of such baggage, unless submits proper confirmations of his/her rights of ownership. In any case, the responsible officer shall execute the Collection Statement in relation to such baggage.

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9.18 **Baggage Storage, Searching and Sales**

- 9.18.1 Checked-in baggage shall be stored at an airport to which it is delivered under the Air Carriage Contract between the Carrier and the Passenger, toll-free for 2 days, including the baggage arrival date.
- 9.18.2 Further storage shall be arranged by the Carrier or its agent. If the Passenger failed to collect baggage with the term stated herein, the storage costs shall be recovered in accordance with the Russian Federation laws.
- 9.18.3 If the checked-in baggage, with the properly issued and numbered baggage tag, arrived to the destination, transfer or stopover point and is not collected by the Passenger, the Lost and Found staff will arrange searching of such Passenger.
- 9.18.4 If such efforts resulted in finding the baggage owner, the Lost and Found staff shall notify the baggage owner in writing of the baggage stored and of the collection or delivery procedure.
- 9.18.5 Checked-in baggage shall be stored for 6 months after the owner of such baggage was sent the notice or, if such owner has not been found, after the aircraft arrival to the airport. If an owner does not collect the checked-in baggage within the stated term such baggage may be sold or disposed of in accordance with the Russian Federation laws.
- 9.18.6 If the checked-in baggage contains items perishable upon passage of time or due to unfavorable conditions (temperature, humidity or other environmental conditions (the "perishable baggage"), the Carrier may immediately destroy such perishable baggage or part of it.
- 9.18.7 The baggage subject to customs regulations shall be stored and disposed of in accordance with the customs laws and regulations of the Russian Federation.
- 9.18.8 If an undocumented baggage arrives at an airport, the Lost and Found staff shall execute the applicable statement. Undocumented baggage shall be weighted, opened, its contents registered and sealed. To open the undocumented baggage, the Lost and Found staff shall arrange the dedicated committee. The Lost and Found staff shall arrange checking of the stored baggage against searching requests of passengers who did not receive his/her baggage and shall send inquiries to airports of possible delivery. If specifications of a baggage searching request comply with those of the undocumented baggage available, the Lost and Found staff shall

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arrange its sending in accordance with the request. Undocumented baggage shall be stored until the owner is found.

- 9.18.9 If the checked-in baggage arrives at an airport with the baggage tag specifying an airport/point other than that stated in the Air Carriage Contract, this is called the Mishandled Baggage. The Lost and Found staff shall arrange searching for owner(s) of the mishandled baggage and its storage, until the owner(s) is found.
 - 9.18.10 When the Mishandled Baggage arrives at an airport, the Lost and Found staff checks the baggage searching requests received.
 - 9.18.11 For baggage searching requests, the Lost and Found staff ensures sending the baggage in accordance with the baggage searching request.
 - 9.18.12 If no baggage searching requests are open, the Lost and Found staff will ensure notifying the airport from which the mishandled baggage was sent, as well as sending the mishandled baggage in accordance with the baggage tag or, if impossible, to the sending airport.
 - 9.18.13 In any case of baggage delay, loss, damage or shortfall or when the baggage is issued without the coupon of the numbered baggage tag, the Property Irregularity Report (PIR) shall be executed and signed by the Lost and Found officer and the Passenger, prior to the Passenger leaving the airport. One copy of the PIR will be stored by the Passenger and the other sent to the Carrier.
 - 9.18.14 When the Passenger collects baggage without the PIR issued, this will not prejudice his/her right to further claim for damage to the Carrier, provided the Carrier's officers are proven to refuse from issuing the PIR.
 - 9.18.15 If the Carrier is not transferred the checked-in baggage to the Passenger at the baggage destination airport as specified in the Air Carriage Contract, the Lost and Found staff shall, upon the Passenger's written request and submission of the carriage document, apply efforts to find such baggage, including:
 - Send the request to the departure airport of whether such baggage is available
 - Send request to airports to which such baggage could be delivered by error

- Send the request to the storage airport to deliver the baggage, if found.
- 9.18.16 The Lost and Found staff shall start searching for the baggage immediately upon submission of the Passenger's application on the lost baggage. If the Carrier is not transferred to the Passenger the checked-in baggage subject to the customs control at the baggage destination airport as specified in the Air Carriage Contract, the Carrier shall inform the Passenger of the acts and things to be performed in accordance with the customs laws of the Russian Federation or the country of the baggage destination, in order to ensure the baggage delivery to the point specified by such passenger.
- 9.18.17 If a checked-in baggage has not been found within 21 days from the relevant request submission date, such Passenger will have the right to recover compensation.
- 9.18.18 If such checked-in baggage is found, the Carrier shall arrange notification of the baggage owner and the baggage delivery to the airport/point specified by the owner and, upon the owner request, to the address specified by the owner, without any additional fees.

9.19 Lost and Found Property

Hand luggage or items listed in Article 9.4.8 (personal belongings) that passengers left on-board of an aircraft shall be stored at the founding airport for 6 months after the arrival of such aircraft to such airport. Upon expiry of 6 months after the arrival of the founding aircraft to such airport, such hand luggage or personal belongings may be sold or destroyed, as stated by applicable laws of the Russian Federation.

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10 CARRIER'S AND PASSENGER'S RESPONSIBILITIES

10.1 General Provisions

- 10.1.1 Passengers arriving to or departing from the Russian Federation, or using a transit/transfer flight with a landing within the Russian Federation, as well as their baggage being imported to or exported from the Russian Federation all are subject to the immigration, customs, and other rules and regulations in accordance with laws of the Russian Federation.
- 10.1.2 The Passengers shall comply with laws and regulations of competent authorities of all countries to, from or over which an air carriage of passengers and baggage is performed; such laws and regulations establishing the security, customs, hygienic, immigration, veterinary, phytosanitary, currency turnover, or other requirements.
- 10.1.3 When passing the borderline, customs, hygienic, veterinary, phytosanitary, or other controls, the Passengers shall comply with requirements of competent governmental authorities.
- 10.1.4 At borderline points, the Passengers shall submit their immigration/emigration, medical, and other documents required by competent authorities of all countries to, from or over which an air carriage of passengers and baggage is performed.
- 10.1.5 It is the Passenger's responsibility to comply with requirements of state authorities in relation to international air carriage of passengers and baggage, while the Carrier shall not bear any responsibility in relation thereto.
- 10.1.6 The Carrier shall not bear any responsibility for availability, accuracy, and correctness of documents to be submitted in relation to air carriage of passengers and baggage, if issued by competent state authorities.
- 10.1.7 The Carrier has the right to refuse in air carriage of passengers and baggage, if the Passenger submitted such documents incompletely or incorrectly.The Carrier shall not bear any responsibility to the Passenger for costs incurred by the latter as a result of non-compliance with requirements of state authorities in relation to air carriage of passengers or baggage.
- 10.1.8 The Carrier shall not bear any responsibilities for the Passenger's being late for a flight due to delays in passing the borderline, customs, hygienic, veterinary, phytosanitary, or other controls.
- 10.1.9 The Carrier shall be responsible to the Passenger in accordance with the Russian Federation laws, international treaties or agreements signed by the

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Russian Federation, and the Air Carriage Contract in relation to such Passenger.

- 10.1.10 For breaches of the customs, currency, hygienic, quarantine, or other applicable regulations, the Carrier and Passenger shall be responsible in accordance with the Russian Federation laws.
- 10.1.11 Each Party of the Air Carriage Contract shall prove circumstances used as a basis for claim/lawsuit, if any.

10.2 **Carrier's Civil Liability to Passengers**

- 10.2.1 An insurance sum per each Passenger under a life and health policy shall at least be equal to that established by the applicable Federal Law in effect as of the date of the Ticket purchase.
- 10.2.2 An insurance sum for checked-in baggage shall at least be equal to that established by the applicable Federal Law, per 1 kg of the baggage weight.
- 10.2.3 An insurance sum for hand luggage shall at least be equal to that established by the applicable Federal Law.
- 10.2.4 For international flights, limits of the Carrier's liability to Passengers, including the liability for loss of, shortage of, or damage to a baggage or hand luggage shall at least be equal to that established by international treaties signed by the Russian Federation or laws of the applicable country.
- 10.2.5 For mandatory personal insurance of passengers, the insurance proceeds shall be paid in the case of an accident, regardless of any other payments to insured persons or their heirs, established in connection with the same accident by the Russian Federation laws.
- 10.2.6 The Carrier shall execute the Accident Statement for each accident that happened during air carriage with an insured Passenger, the first copy of such Accident Statement to be delivered to the insured person or his/her representative or heir(s). The Carrier also shall, upon the insurer's written request, send to such insurer a copy of such Accident Statement within 20 days after receipt of such request.

10.3 Carrier's Liability for Passenger's Loss of Life or Damage to Health

10.3.1 For the Passenger's loss of life or damage to health, the Carrier's liability is established by either the Russian Federation laws in the case of a domestic flight (if a higher liability limit is not stipulated in the Air Carriage Contract) or by international treaties signed by the Russian Federation in the case of an international flight.

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10.3.2 The air transportation of a Passenger includes the period when the Passenger is onboard aircraft, the period of boarding and the period of disembarkation. The duration of the period of boarding and the period of disembarkation is determined by a federal executive authority developing the state policy and regulation of civil aviation.

10.4 Carrier's Liability for Loss of, Shortage of, or Damage to Baggage, or Hand Luggage

- 10.4.1 The Carrier shall be liable for loss of, shortage of, or damage to a checkedin baggage or cargo upon their acceptance for a flight and until their collection by the Passenger or other individual or legal entity in accordance with a stated procedure, unless proven that the Carrier has applied all reasonable efforts to prevent such loss, shortage, or damage or such efforts were impossible to apply.
- 10.4.2 The Carrier shall be liable for safety and integrity of hand luggage, if not proven that the loss of, shortage of or damage to such hand luggage resulted from any circumstances beyond the foresight and control of the Carrier or from the Passenger's deliberate intent.
- 10.4.3 The Carrier's liability limits for loss of, shortage of, or damage to baggage or hand luggage are as follows:
 - For loss of, shortage of, or damage to declared-value baggage- up to the declared value. For air transport of declared-value baggage, its Passenger shall pay the fee in accordance with the Air Carriage Contract in relation to such baggage;

- Domestic flights:

- For loss of, shortage of, or damage to baggage accepted for carriage without the declared value – the market value, yet not exceeding RUB 600 per kg;
- □ For loss of, shortage of, or damage to hand luggage the market value or, if impossible to determine up to RUB 11,000;

- International flights:

- For loss of, shortage of, or damage to baggage, cargo or cabin baggage on international flights the carrier shall bear responsibility in accordance with the international agreements of the Russian Federation.
- 10.4.4 Market values of baggage and hand luggage shall be determined on the basis of the price specified in the seller's invoice or contract or, if absent, on the basis of the average market price for similar goods at an intended place

of such baggage collection, as of the date when such claim is satisfied voluntarily or awarded by a competent court.

- 10.4.5 Causes for the Carrier's liability regarding loss of, shortage of, or damage to baggage or hand luggage, if happened during an international flight, are stipulated by international treaties signed by the Russian Federation.
- 10.4.6 In the case of loss of, or damage to the Passenger's vehicle (including wheel-chairs) for the disabled or low-mobility persons, the Carrier's liability is limited by the price of such vehicle.

10.5 Liability for Flight Delays or Delayed Baggage

- 10.5.1 For flight delay or delayed baggage to a destination point within the Russian Federation, the Carrier shall pay the fine amounting to 25 percent of the Minimum Wage as stated by the federal laws, per each hour of delay, yet not exceeding 50 percent of the applicable fare, unless proven that such delay resulted from a force-majeure circumstance or repair of the aircraft failure that threatened life or health of its passengers or other circumstances beyond the Carrier's control.
- 10.5.2 For flight delay or delayed baggage to a destination point outside of the Russian Federation, the Carrier shall be liable in accordance with international treaties and conventions signed by the Russian Federation and ICAO regulations.

10.6 Passenger's Liability

The Passenger is liable to the Carrier in the cases specified by these Rules, the Carrier's Fare Regulation and/or Air Carriage Contract, up to the amounts specified in the applicable Fare Regulation and/or actual damage incurred by the Carrier (as determined by Article 15 of the Russian Federation Civil Code) as a result of the Passenger's acts/omissions performed either deliberately or out of gross negligence.

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11 PROCEDURE FOR CLAIMS AND SUITS

11.1 General Provisions

11.1.1 Upon request of the Passenger and submission of carriage documents, the Carrier or authorized staff of the handling company shall issue the Commercial Statement /PIR.

The Commercial Statement /PIR confirms circumstances that may give rise of the Carrier's liability.

- 11.1.2 Such Commercial Statement shall be executed during collection of the checked-in baggage, if:
 - There is shortage

or

- Damage of the checked-in baggage;
- If a baggage without any traffic documents is found or if traffic documents without any baggage are found.
- 11.1.3 The Commercial Statement is a legal document suitable for submission of a claim to the Carrier or a suit to a court.
- 11.1.4 The Statement serves to:
 - Initiate searching of the baggage and its owner
 - Initiate investigation of causes and responsible persons in relation to loss of, shortage of, or damage to the baggage
 - Satisfy or decline claims of the Passengers.
- 11.1.5 In the case of a breach of the Air Carriage Contract in relation to a Passenger or cargo, the Carrier is submitted an application or claim.
- 11.1.6 Lack of the Commercial Statement shall not prejudice the passenger's right to file a claim or suit.

11.2 Eligibility to Claim Under Air Carriage Contract

For breaches of the Air Carriage Contract in relation to the Passenger, the following persons have the right to claim and/or suit:

 Loss of, shortage of, damage to, or delay of the checked-in baggage – such Passenger or his/her attorney (upon submission of the power-ofattorney issued by such Passenger and a copy of the Passenger's domestic passport or birth certificate – for minors) upon submission of the baggage receipt and Commercial Statement; When the Carrier terminated the Air Carriage Contract in relation to a Passenger – such Passenger.

11.3 Claim Validity Term for Domestic flights

For domestic flights, the Carrier accepts claims within six months.

11.4 Filing a Claim to the Carrier for International Flights

- 11.4.1 In case of loss or damage of baggage during international flights a person, authorized to claim the baggage, shall file a claim to the Carrier either in writing or an electronic document with digital signature within 7 days from the collection of the baggage.
- 11.4.2 For delays of baggage a person, authorized to claim the baggage, shall file a claim to the Carrier within 21 days after the collection of baggage.
- 11.4.3 If the baggage loss is confirmed by the Carrier or if the baggage does not arrive within 21 days from the due date, the passenger shall have the right to demand a compensation of damage incurred due to such loss.
- 11.4.4 Baggage is deemed to be lost, if not found within 21 days, starting from the day succeeding the expected delivery date.
- 11.4.5 A suit regarding the responsibility shall be filed within 2 year from arrival to the destination or the scheduled arrival to the destination or from the end of the transportation. The calculation of such term shall be determined by the law of the court where to which the suit is filed.

11.5 Claim Procedure for Checked-in Baggage

- 11.5.1 The Carrier may accept a claim after expiry of the terms stated above, if deems a cause of such delay in the claim submission as reasonable, in its sole discretion.
- 11.5.2 Liabilities in relation to air carriage are established by the Russian Federation Air Code, Claim Committee Regulation of the Carrier, and these Rules. Claims to be accepted by the Carrier shall be in writing, executed as application/claim, and describe all relevant details.
- 11.5.3 A claim shall contain as follows:
 - The Carrier's name
 - Name and address of an entity or person submitting the claim
 - Circumstances grounding the claim and claim nature
 - Calculation of the compensation, with confirmations attached (receipts, invoices, etc.)

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- List of attachments.
- 11.5.4 A claim shall be supported by:
 - Originals or certified copies of documents to confirm entering into the Air Carriage Contract and the claimant's eligibility for the claim
 - The Commercial Statement/PIR issued by the Carrier or its agent, with the baggage shortage or damage and the weight of the empty suitcase specified
 - Confirmations of the damages caused by loss of, shortage of, or damage to baggage.
- 11.5.5 If a claim is submitted without the supporting documents listed above, the Carrier will request their submission within stated terms, and upon expiry of such term, the claim will be reviewed with all available attachments, if any.
- 11.5.6 The Carrier's Claim Committee handles claims and makes related decisions.
- 11.5.7 The Claim Committee's decisions shall be approved by General Director of the Carrier or his/her deputy.
- 11.5.8 The Claim Committee reviews claims on the basis of data available, in accordance with rules and guidelines of Russian civil aviation and international practices and Russian Federation laws, and in consideration of factual details.
- 11.5.9 The absence of the Commercial Statement does not deprive the passenger of his/her/its right to claim, if proven that the Carrier's or airport's authorized officer refused to execute the Commercial Statement.
- 11.5.10 Claims and suites shall be submitted for each carriage document separately. If no written application and/or claim is filed with the Carrier, tha passenger may not file a suit.
- 11.5.11 If a claim is rejected, the claimant will be returned all attachments thereto.

If a claim is satisfied in part, the claimant will be returned only documents that do not relate to the satisfied part of the claim.

Within 30 days of receipt of a claim the Carrier shall consider the claim and inform the person who filed the claim about satisfaction or rejection of the claim either in writing or by means of an electronic document with digital signature.

11.5.12 If a claim is rejected in whole or in part, or the Carrier is not responded within a stated term, the Passenger will be entitled to suit the Carrier in

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accordance with the procedures stated by civil laws of the Russian Federation and international treaties signed by the Russian Federation.

S.N. Peganov

11.6 Time limit for suits regarding loss, shortage and damage of baggage

11.6.1 The time limit for suits regarding loss, shortage and damage of baggage as well as baggage delay starts from the day when the aircraft carrying the baggage should have arrived at the destination according the Air Carriage Contract.

Deputy Head of Ground Handling [signed]

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12 DOCUMENT CHECKS

Entry number	Entry date	Extended/ Revised / Canceled	Entry owner's title	Entry owner's signature	Entry owner's name