

CONDITIONS OF CARRIAGE

Chapter 1 General Conditions of Business

(Application of these Conditions of Carriage)

Article 1

These Conditions of Carriage shall apply to air transport services for passengers and baggage to be performed by Fuji Business Jet Co.,Ltd. (hereinafter referred to as "Company").

(Court of Jurisdiction)

Article 2

The court having jurisdiction over the location of Company's head office shall have exclusive jurisdiction in the first instance over any dispute arising in connection with the air transportation business to which these Conditions of Carriage apply.

Any dispute arising out of or relating to these Conditions of Carriage shall be subject to the exclusive jurisdiction of the court having jurisdiction over Company's head office, and any legal proceedings shall be governed by the laws of Japan.

(Consent of Passenger)

Article 3

The Passenger shall have approved and agreed to this Conditions of Carriage and the provisions made thereunder (Hereafter referred to as the Conditions of Carriage, etc.).

(Change of Conditions of Carriage, etc.)

Article 4

Company's Conditions of Carriage are subject to change. However, in the event of any changes to the Conditions of Carriage, etc., the Company shall publicize the fact that the Conditions of carriage, etc. are being changed, the content of the changed Conditions of Carriage, etc., and the effective date of the changes on its website or by other appropriate means before the effective date of the changes.

Chapter 2 Passenger

(Fares and Charges)

Article 5

Fares and charges shall be determined separately.

(Reservations)

Article 6

- (1) Upon receipt of the Company-prescribed application form, Company will confirm the flight and issue a reservation certificate, and
- (2) The applicant shall confirm the name(s) of the passenger(s) and submit a passenger list to the Company.

(Validity Period)**Article 7**

The reservation certificate shall be valid only on the scheduled date of boarding.

(Change of Boarding Date and Time)**Article 8**

In order to change the flight schedule, passengers shall present a reservation certificate to the Company, and if the change is accepted, the reservation certificate will be replaced with a new reservation certificate.

(Time of Meeting)**Article 9**

Passengers may not be allowed to board the flight if they do not show up at the designated point and time determined by the Company.

(Instructions from Staff)**Article 10**

Passengers shall comply with all instructions given by the crew (i.e., Company Staff/Employee) for boarding and disembarking, loading and unloading baggage and any other behavior at the departure and arrival areas or on board the aircraft.

(Security Check)**Article 11**

- (1) Passengers shall be required to undergo a security check by the Company.
If the Company determines that security check is particularly unnecessary, it shall not be required.
- (2) Company, for reasons of aviation security (including the prevention of unlawful acts of seizure, control or destruction of aircraft) or for any other reason, may conduct direct (i.e. contact) or indirect (i.e., metal detectors) inspection of Passenger's clothing/apparel and other articles.

(Suspension of Operations)**Article 12**

Company, in the event of an interruption in the flight operations and onward operation becomes inoperative, will accommodate, to the extent possible, the passenger transportation from departure and to arrival airport or alternative point.

(Refund for Company's Reason)**Article 13**

Company, upon the Passenger's request, shall refund only the fare and charges for the unfreighted portion of the flight if Company is unable to fulfill all or part of the Conditions of Carriage due to reasons set forth in Article 23 (5) or for its own reasons.

(Cancellation for the Passenger's own Reason)**Article 14**

If a contract under the Conditions of Carriage is canceled due to Passenger's own reason, a portion or the entire amount of fares and charges shall be collected in accordance with the

following classifications:

- (1) If cancellation is notified 7 days prior to the designated departure date, no charge will be made,
- (2) If cancellation is notified 6 to 4 days prior to the designated departure date, 30% of the fare will be charged,
- (3) If cancellation is notified 3 to 2 days prior to the designated departure date, 50% of the fare will be charged,
- (4) If cancellation is notified one day prior to the designated departure date, 70% of the fare will be charged, or
- (5) Otherwise, the full amount of the fare will be charged.

(Refund Policy)

Article 15

Refunds of fares shall be requested by the Passenger submitting in the form provided by the Company.

Company refund shall be made within thirty (30) days after receipt of the request.

(Refusal and Restriction of Carriage)

Article 16

Company shall refuse boarding or force a Passenger to disembark if Company deems that the Passenger falls under any of the following conditions. In such a case, the Company shall apply the same measures to the Passenger's Baggage. In this case, the refund shall be made in accordance with Article 13 or Article 14.

(5) (e) or (g) of this paragraph, in addition to the above measures, the Company shall be entitled to take any other measures deemed necessary to prevent the continuation of the said behavior. Such measures include restraining the perpetrator in concern.

- (1) When necessary for the safety of flight operations,
- (2) When necessary to obey the laws and regulations, or the orders of government authorities,
- (3) If the applicant/passenger is a member/affiliated with a criminal organization/syndicate, or any other anti-social force,
- (4) Making violent or unreasonable demands/burdens that exceed reasonable range to the Company or its employees,
- (5) The Passenger's behavior, age or mental or physical condition falls under any of the following:
 - (a) In case of special handling required by the company
 - (b) Seriously injured or sick person or child/children who are unaccompanied by an escort.
 - (c) Carrying any of the following weapons (except duty weapons), gunpowder, explosives, corrosive articles, flammable articles, and/or articles that possess endangerment to the aircraft, passengers, or property on board, including articles or animals that are unsuitable for carriage by aircraft,
 - (d) Articles that may cause any discomfort and/or trouble to other Passengers.
 - (e) Articles possessing risk of harm to the safety or health of the passenger concerned or any other person, or to the aircraft or any property.
 - (f) Failure to comply with the instructions in Article 11 and Article 20.
 - (g) Articles preventing Company employees from performing duties or refusing to comply with instructions.
 - (h) Usage of electronic devices such as smartphones, cellular phones, mobile communication devices, radio controlled gadgets, or other electronic games in the cabin without Company's permission.
 - (i) Usage of cigarettes, electronic cigarettes, heated cigarettes, or other smoking products in the cabin.

Chapter 3 Baggage

(Definition of Baggage)

Article 17

Baggage is the general term for all items carried by passengers, that includes "carry-on baggage" (carried in the cabin) and "checked baggage" (checked-in and stored inside flight baggage compartment).

(Restricted Prohibited Items of Baggage)

Article 18

- (1) Company will not accept the following articles as baggage, except as specifically approved by the Company:
 - (a) Articles that may cause danger or trouble to aircraft, personnel, or property on board,
 - (b) Firearms, swords, and explosives or other flammable or self-igniting substances,
 - (c) Corrosive chemicals and liquids not stored in appropriate containers,
 - (d) Animals,
 - (e) Human remains,
 - (f) Items prohibited to be loaded or moved on aircraft by laws and regulations or by the requirements of public offices,
 - (g) Exceeding the limits separately specified by the company in terms of volume, weight, or quantity,
 - (h) Incompletely packed or packaged item,
 - (i) Easily transformed, consumed, or damaged (i.e., fragile), or
 - (j) Any other items the Company deems unacceptable as baggage,

- (2) The following items are not permitted as carry-on baggage:
 - (a) Swords, knives, and blades
 - (b) Firearms, sword-related items, and items resembling weapon/explosive items (i.e., pistol lighters, grenade lighters, etc.), or
 - (c) Other items that the company deems to be possible weapons (i.e., bats, golf clubs, ice skating shoes, etc.)

(Carry-on Baggage)

Article 19

In principle, only personal belongings shall be allowed as carry-on baggage.

However, baggage cannot be carried in the cabin if the Company deems that the baggage cannot be stowed safely in the cabin.

Following items may be carried in the cabin:

- (1) Crutches, walking sticks, braces, and other prosthetic arms and legs used by persons with disabilities
- (2) Guide dogs, service dogs and hearing dogs to be accompanied by persons with disabilities.
- (3) Pet animals accompanying passengers.
A pet animal shall mean a well-behaved small dog, cat, bird, etc.
In this case, a cage designated or verified by the Company shall be used.
- (4) Other items permitted by the company to be carried on board.

(Clarification and Inspection of the Contents)

Article 20.

If Passenger's baggage is suspected of falling under any of the items of Article 18, Company will comply with the following procedures:

- (1) Company inspects the baggage by opening or by another inspection method, in the presence of the Passenger or a third person. Company may, even in the absence of a Passenger or a third person, inspect the baggage to determine whether or not it contains items described in Article 18.
- (2) If a Passenger refuses inspection as described in the preceding paragraph, Company will deny acceptance of the baggage.

(Carriage and Loading of Baggage)

Article 21

As a general rule, Baggage shall be loaded on the same aircraft with Passenger; the amount of baggage carried on board shall be limited to the maximum allowance for each aircraft.

Company shall not be responsible for transportation of baggage in excess of such limitation.

(Delivery/Release of Baggage)

Article 22

Company will release Baggage to the person who requests delivery of the Baggage if Company deems the person to be the legitimate consignee of the baggage.

Chapter 4 Responsibility

(Corporate Responsibility)

Article 23

- (1) The Company shall be liable to compensate for any damage caused in the event of death, injury, or other physical disability of a passenger, if the accident or incident causing such damage occurred on board the aircraft or occurred during boarding and alighting work.
- (2) The Company shall be liable for damages arising in the event of destruction, loss, or damage of checked-in baggage or other passenger property retained by the Company, if the accident or incident that caused the damage occurred during the period when the baggage or property was under the Company's control.
- (3) The Company shall not be liable to compensate for the damages in Sections (1) and (2) of this Article if the Company and its employees (The term "employee" as used in this Chapter means a performance assistant to an employee, agent, contractor, etc.) prove that they have taken, or were unable to take, the necessary measures to prevent the damages.
- (4) The Company shall be liable for damages arising in the event of destruction, loss, or damage to baggage or other items carried or worn by passengers only if it is proved that the Company or its employees were at fault.
- (5) Company may be subjected to any of the following: statutory and public office requirements, air security requirements (including the prevention of acts of unlawful seizure, control or destruction of aircraft), bad weather, force majeure, dispute, insurrection, disturbance, war, etc.

The Company may, without notice, change the time of operation of the aircraft, cancel, suspend, suspend the operation, change the place of departure or arrival, make an emergency landing, restrict passenger boarding, unload all or part of baggage or take other necessary measures due to unavoidable circumstances arising in the course of action, but the Company shall not be liable to compensate for any damage caused by taking such measures, except in cases where the Company is liable in accordance with

paragraphs (1), (2), (3) and (4) of this Article.

(Disclaimer)

Article 24

- (1) The Company shall not be liable for damages caused by the Company's compliance with applicable laws and regulations, or by the failure of passengers to comply with such laws and regulations, or by causes beyond the Company's control.
- (2) The Company shall not be liable for damages incurred in the event of destruction, loss, or damage of checked baggage or other passenger property retained by the Company arising solely from the cause of the inherent defect, quality, or flaw in such baggage or property.

(Negligence Offset)

Article 25

The company shall be exempted from its liability to the passenger, in whole or in part, to the extent that such intention or negligence of passenger caused or was related to the case of the damage if the company proves that the intention or negligence of the passenger caused or was related to the cause of the damage.

(Liability of Passenger)

Article 26

If the company suffers damage due to the intention or negligence of the passenger, or due to the passenger's failure to comply with Conditions of Carriage, etc., the passenger shall be liable for compensation to the company.

(Limit of Compensation)

Article 27

- (1) In case that Company is liable for damage caused to baggage (including personal belongings), the maximum amount of compensation shall be 150,000 yen per passenger.
- (2) The Company shall not be liable for any indirect or special damages or punitive damages arising from carriage in accordance with Condition of Carriage, etc. whether or not the Company had foreknowledge of the damage that would occur.

(Time Limitation on Claims for Baggage)

Article 28

Claims for baggage must be made in writing within 21 days of the designated loading date in the case of delay, and within 7 days of the delivery date in the case of partial loss/damage or delay. The Company will not be liable for compensation in case the notice is not given within the above period.

Supplementary Provision

Article 1 These conditions of carriage apply from January 15, 2022.

Article 2 This Conditions of Carriage is made in Japanese and translated into English.
The Japanese text is the original and the English text is for reference purposes.

If there is any conflict or inconsistency between these two texts, the Japanese text shall prevail.

Concluded