

**APPROVED BY ORDER
of FlyArystan JSC President
No. 52 dated February 25, 2026**

**FlyArystan JSC RULES
FOR PASSENGER AIR CARRIAGE AND ADDITIONAL SERVICES**

Almaty 2026

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CHAPTER 1. GENERAL PROVISIONS

ARTICLE 1. SCOPE OF APPLICATION

- 1.1. These Rules for the Air Transportation of Passengers and the Provision of Additional Services (hereinafter referred to as the "Rules") The airlines of FlyArystan JSC (hereinafter referred to as the "Carrier") are the main regulatory document regulating the Carrier's activities in carrying out air transportation of passengers and providing additional services; providing for the relationship between the airline and customers.
- 1.2. The rules have been developed on the basis of Kazakh and international legal documents related to air transportation, recommendations of the International Civil Aviation Organization (ICAO) and the International Air Transport Association (IATA).
- 1.3. These Rules establish the rights, duties and responsibilities of the Carrier and passengers using the Carrier's services and are binding on them.
- 1.4. These Rules define the conditions of carriage specified in the air transportation contract (ticket) and are an integral part of it.
- 1.5. The Rules regulate domestic and international passenger transportation and the provision of additional services.
- 1.6. The conclusion of an air carriage agreement between the Carrier and the passenger implies that the passenger agrees to the terms specified in these Rules and undertakes to fulfill them during the validity of contractual obligations.
- 1.7. The Rules are subject to application in the Carrier's structural divisions, in passenger air transportation sales agencies, in service companies providing passenger ground handling and baggage handling services, and apply to passengers using the Carrier's services when performing air transportation.
- 1.8. The titles of the chapters and articles of the Rules are provided for ease of use and should not be taken into account when interpreting the meaning and clarifying the content of the chapters and articles.
- 1.9. These Rules must be posted on the official website of the Carrier.
- 1.10. The rules and conditions for the purchase of air tickets and the use of additional Carrier services are described in detail on the official website

ARTICLE 2. CHANGES TO THE RULES

- 2.1. The carrier may change these rules, instructions, and other documents regulating air transportation These Rules, instructions and other documents of the Carrier regulating air transportation may be changed by the Carrier without prior notification to passengers, provided that no such change applies to the passenger after the start of his transportation.
- 2.2. Employees of the Carrier, agents and representatives of servicing companies are obliged to strictly follow these Rules and are not allowed to distort or change any provisions thereof.
- 2.3. All changes, additions and amendments are made to these Rules in the prescribed manner and become effective after the Carrier's CEO approval .
- 2.4. In case of amendments to the legislation of the Republic of Kazakhstan after approval by the head of the Carrier of these Rules, the Carrier shall take measures to bring these Rules in accordance with the current legislation of the Republic of Kazakhstan. Until changes are made

to the Rules, the Carrier is guided in its activities by the updated legislation of the Republic of Kazakhstan.

- 2.5. When concluding an agreement for a passenger air carriage, the wording of the current legislation of the Republic of Kazakhstan as of the date of registration of the transportation document is applied.

ARTICLE 3. BASIC TERMS USED IN THESE RULES

AGENT — an individual or legal entity representing the aircraft operator who/which is authorized to act directly by, or on behalf of, the operator in the execution of all procedures associated with arrival, departure and clearance of the aircraft of this operator, crew, passengers, cargo, mail, baggage and stores.

AIRPORT — a complex of facilities intended for acceptance and departure of aircraft, service of air carriage and having for these purpose an airfield, air terminal, other necessary facilities and equipment.

DESTINATION AIRPORT (POINT) — an airport (point) where a passenger or baggage is delivered in accordance with the air carriage agreement.

DEPARTURE AIRPORT (POINT) — an airport (point) from where carriage of a passenger or baggage begins under the air carriage agreement.

CHECKED-IN BAGGAGE — a passenger's baggage accepted by the airline for carriage under its responsibility for baggage safety and for which baggage the carrier has issued an EMD and a baggage tag.

UNCHECKED BAGGAGE (HAND BAGGAGE) — a passenger's baggage, except checked-in, the weight, dimensions and piece number of which is determined by Carrier, carried by aircraft with the consent of the Carrier and placed in passenger cabins. It is delivered on board the aircraft by passengers themselves, under their own responsibility. Unchecked baggage is to be weighed upon the passenger check-in.

TICKET — a document for carriage of a passenger issued by the Carrier or its agents, evidencing that the passenger has read the terms and conditions of the air carriage agreement and that the air carriage agreement has been executed between the passenger and the Carrier.

BOOKING (request) — pre-allotment of a seat on the aircraft for carriage of a passenger as well as allotment of place for carriage of baggage, confirmed by an electronic record in the Carrier's booking system containing flight and other information about the passenger, baggage, with a unique digit-letter code assigned. The request can be given the statuses "Sold", "Unsold" (Price Freeze), "Canceled".

AIR LINE — a designated line setting the points between which scheduled air carriage takes place.

AIRCRAFT — an airplane intended for carriage of passengers and baggage.

AIR CARRIAGE — transportation of passengers, baggage by aircraft on the basis of and in accordance with the terms and conditions of the air carriage agreement.

ADDITIONAL SERVICES — services provided by the Carrier, agent or representatives of servicing organizations to a passenger in addition to air carriage under the terms set by the Carrier for each specific type of services.

PRE-FLIGHT INSPECTION — inspection of hand baggage, checked-in baggage and passengers (personal inspection), aircraft, crew, operating personnel and board supplies in order to detect substances and items prohibited for carriage (explosive, flammable, radioactive, toxic agents, weapons, ammunition, drugs, etc.) by air transport subject to the aviation security requirements.

CARRIER'S WEBSITE — www.flyarystan.com.

ITINERARY — airports (points) of departure, transfer, stop and destination indicated in the ticket in a certain sequence.

INTERNATIONAL AIR TRANSPORT ASSOCIATION (IATA) — a non-governmental international organization that develops recommendations on the level, structure and application of fares, uniform general conditions of carriage, including passenger service standards, as well as makes mutual settlements between carriers subject to interline agreements, if any.

INTERNATIONAL AIR CARRIAGE — air carriage when the points of departure and destination are located either in the territory of two or more countries or in the territory of the same country provided that a stop-over takes place in the territory of another country, regardless of whether there is a stop during the carriage.

STOP-OVER — an intermediate point of an itinerary previously agreed with the Carrier and included in the fare where a passenger temporarily interrupts the carriage.

PASSENGER — an individual who is not a crew member and is carried by an aircraft in accordance with the terms air carriage agreement or on other legal basis.

CARRIER — FlyArystan airline, a business unit (department) of Air Astana JSC, providing air carriage of passengers and baggage, and holding a civil aircraft operator certificate.

FLIGHT COUPON — a part of the ticket authorizing the passenger to fly between two points successively specified therein.

BOARDING PASS — a carriage document confirming that a passenger is accepted for carriage. The boarding pass shall contain the following information: the passenger's first and last names, flight number, departure and destination points, flight departure date and time, end time of boarding, check-in number, aircraft seat number, gate number.

AVAILABLE CAPACITY — a part of the passenger cabin, baggage, cargo compartments of the aircraft used for payload.

FLIGHT CHECK-IN — check-in of passengers, their baggage and hand baggage for the Carrier's flight by entering passenger and baggage data into the check-in system and changing the status of the electronic ticket coupon.

FLIGHT — an aircraft flight (scheduled or unscheduled) in one direction from origin to destination of the itinerary.

SCHEDULED FLIGHT — a flight operated on the schedule established and published by the Carrier.

SELF CHECK-IN (online check-in) — the way for a passenger to check-in for a flight via the Carrier's web-site / mobile application which enables passengers to shorten the time for the standard flight check-in procedure at the airport as well as to confirm their flight while being away from the airport.

SERVICE FEE — a commission collected by the Carrier for:

- booking service;
- making changes to the booking.

FEE — an amount not included in the air carriage fare, is paid by the airline for each ticket for aircraft and passenger service for the benefit of third parties (fuel, air navigation, baggage handling, etc.).

FARE — payment charged by the Carrier for the carriage of one passenger from the departure point to the destination point along a particular route as well as for provision of additional services.

SPECIAL FARE — fares involving special conditions and restrictions determined by the Carrier.

STANDARD FARE — maximum flexible fares providing more favorable conditions for a departure date change or ticket refund.

FARE CONDITIONS — conditions of a fare that must be followed (enforced) when applying the fare to any age of a passenger or specific categories of passengers.

PENALTY — payment for violation of terms and conditions of the air carriage agreement approved in the prescribed manner and specified by the fare conditions.

ELECTRONIC VOUCHER — a personal payment carriage document used to buy a new ticket or additional services of FlyArystan (seats, meals, baggage, etc.), with a time limited validity.

EMD— an electronic document to pay for various services and fees not included in the ticket price, which is saved on the special server of the airline (similar to the electronic ticket server).

FLIGHT STATUS CHANGE is a change of route from the planned destination, flight delay, flight schedule change, flight cancellation or other change affecting the flight departure (arrival) time or route.

CHAPTER 2. EXECUTION, MODIFICATION AND TERMINATION OF THE AIR CARRIAGE AGREEMENT

ARTICLE 4. AIR CARRIAGE AGREEMENT

- 4.1. Air carriage of passengers and provision of additional services are performed by the Air Company based upon the Air Carriage Agreement concluded between passenger and the Carrier pursuant to these rules.
- 4.2. The air carriage agreement standard form agreement classified to the adhesion agreement by the way of conclusion and requires the passenger adhere to the air carriage agreement pursuant to the Air Company terms.
- 4.3. Based on the air carriage agreement, the Air Company shall carry the passenger to the destination airport providing him with a seat and confirmed additional services on the aircraft performing the flight specified in the agreement.
- 4.4. The Passenger must pay the amount according to the established fare for air transportation and additional services selected by himself.
- 4.5. The rules, fares and other fees are effective on the date of the air carriage and additional services provision agreement conclusion.
- 4.6. The air carriage agreement is considered concluded from the moment of proper and timely payment of the cost of air transportation, which certifies the passenger's agreement with the carriage rules and terms of carriage and the rules of fare application.
- 4.7. Payment of additional services cost is a confirmation of the passenger's agreement with the terms of provision of an additional service.
- 4.8. In the event of a conflict between the information indicated in the ticket and the information contained in the company's booking system, the information contained in such a system shall take precedence.
- 4.9. The Rules also establish:
 - rights, obligations, responsibilities of the Carrier and passengers, paperwork procedure, carriage procedure, govern the execution, modification and termination of the contract of carriage, complaint procedure, settlement of disputes and other relations arising from the contract of carriage, and shall be binding on the parties to the contract of carriage;
 - private law relations associated with carriage, including but not limited to payment and refund of a ticket, additional services, modification, termination of the contract of carriage, the Carrier's requirements for flight safety, carriage of specific categories of passengers, behavior of passengers on board are governed by the contract of carriage. In these cases, the law of the Republic of Kazakhstan shall apply to the contract of carriage;
 - public law relations associated with air carriage of passengers and baggage, including but not limited to requirements for passengers in terms of permits for entry, departure of passengers, carriage of minors abroad. Requirements for aviation security are not related to the subject matter of the contract of passenger and baggage carriage and are governed by the relevant law of the countries from/to which the carriage is affected. Consequences of non-compliance by passengers with these requirements resulting in any damage to the Carrier shall be governed by these Rules.

ARTICLE 5. GENERAL CONDITIONS OF THE AIR CARRIAGE AGREEMENT

- 5.1. Carriage documents are as follows:

- for a carriage of a passenger and baggage — the passenger's identity document, ticket and boarding pass, baggage tag;
 - when the passenger pays charges for the services provided concerning performance of the air carriage agreement(payment for additional services) — an EMD or electronic voucher.
- 5.2. The Carrier may transfer the passenger for carriage to another Carrier without notification, replace the aircraft, change or cancel landing at the points specified in the ticket, if necessary. The schedule may be changed without prior notice to the passenger. The Carrier is not responsible for providing connections with flights of other Carriers.
- 5.3. The passenger should meet requirements of public authorities during travel, present entry, exit and other required documents as well as arrive at the airport by the time set by the Carrier or, where there are no specific instructions about the time of arrival, well in advance to be able to complete all required pre-flight procedures.
- 5.4. For the date of agreement conclusion of a passenger air carriage or additional services provision, the rules, fares and other fees are effective as at the issue date of the carriage document and should apply at date of carriage.
- 5.5. The passenger is obliged to pay for the carriage and, if necessary, additional services in the ways specified by the Carrier. The Carrier shall not be responsible for a transaction related to payment for carriage by third parties.
- 5.6. The Carrier's obligations arise after full payment for carriage and additional services has been received.
- 5.7. For aviation safety of the flight, the passenger undertakes not to create situations threatening the health of the passenger or the safety of persons and property on board and not to cause inconvenience to other passengers nor to the airline's staff — to avoid any verbal or physical abuse towards them.
- 5.8. When performing international carriage of passengers and baggage, these Rules apply to the extent that they do not contradict international treaties ratified by the Republic of Kazakhstan, as well as the legislation of the country on the territory from or through the territory of which such transportation is carried out.
- 5.9. The Carrier's responsibility for carriage within the territory of the Republic of Kazakhstan is governed by effective regulations of the Republic of Kazakhstan and these Rules.
- 5.10. Any exclusion or limitation of the Carrier's responsibility extends to its employees, agents and representatives of servicing companies and to any person whose aircraft is used for carriage by the Carrier and by employees, agents and representatives.
- 5.11. The Carrier is not responsible for the accuracy and correctness of documents issued by the relevant public and other competent authorities for presentation during carriage.
- 5.12. In order to ensure flight safety, protect the rights of passengers and employees, and maintain service quality control, airline employees may use video and/or audio recording equipment when serving passengers.
Video and audio recording shall be carried out in accordance with personal data protection legislation and the airline's internal regulatory documents.

CHAPTER 3. BOOKING OF CARRIAGE AND ADDITIONAL SERVICES

ARTICLE 6. CARRIAGE BOOKING CONDITIONS

- 6.1 Booking of a passenger seat and available capacity on the Carrier's aircraft is a pre-requisite for air carriage of a passenger or baggage.
- 6.2 A passenger or a person authorized by him/her can make an air transportation reservation either through the airline's own sales channels (FlyArystan mobile application, official website www.flyarystan.com, contact center), and through agents selling passenger air transportation (Internet sites, ticket offices, sales offices).
- 6.3 To make a booking and meet the flight safety requirements, the passenger should provide the following information:
- 1) last name, first name;
 - 2) type and number of the identity document, which will be used for carriage;
 - 3) place and date of departure, destination point, type of fare and fare plan;
 - 4) with the consent of the passenger, contact details (email address and/or phone number) for the airline or authorized sales agent to be able to contact this passenger);
 - 5) nationality (citizenship).
- 6.4 When booking air carriage online, the passenger/payer is obliged to familiarize himself with the rules of the airline, the conditions of the fare chosen by him, the rules of passenger behavior and other conditions of carriage independently.
- 6.5 When booking air carriage with the agency, the agent for the sale of passenger air transportation must:
- provide the passenger with reliable and complete information about the schedule, availability of seats, tariffs and conditions for the use of tariffs, rules and conditions for the use of additional and special services, baggage allowance and carry-on baggage, and other related information;
 - select the optimal route and payment for transportation, taking into account tariffs and conditions of their use;
 - request information from the passenger about the presence/absence of circumstances that require special attention when providing air transportation services (during maintenance).
- 6.6 The conclusion of an air transportation contract for a passenger means the passenger's unconditional consent to the collection and processing, both with and without the use of automation tools, of their personal data. In cases stipulated by the legislation of the Republic of Kazakhstan and foreign countries, the airline provides personal data to third parties, including their cross-border transfer.
- 6.7 By concluding a carriage agreement, the passenger agrees to the formation and issuance of a certificate on the use of the ticket by its number. By handing over the ticket to third parties or informing them of the ticket number, the passenger agrees to receive this certificate from these persons. In this case, the Carrier is not responsible for accessing data about the use of the ticket by its number.
- 6.8 The ticket is issued based on the data of the passenger's identity document. In the ticket, the passenger's last name and first name are written in Latin letters according to the identity document, with the last name indicated first, then the first name.
- 6.9 The passenger's last name and first name in the ticket shall be spelled in the same way as they are spelled in Latin letters in their identity document.

- 6.10 The passenger/payer checks the spelling of the last name and first name in the booking by himself and is solely responsible for entering correct data when booking a ticket at the website of the airline or agency as well as in the mobile application.
- 6.11 The booking may be adjusted to correct misspelled first or last names name of the passenger at additional charge at the applicable rate and under the conditions set by the Carrier in the following cases:
- If there errors in the last name and first name;
 - If the Last Name and First Name fields are mixed up.
- 6.12 The name/surname is not changed when the general meaning and sound change, except when the passenger provides a supporting document in the form of a copy of the identity document for correction of the name and surname.
- 6.13 A passenger is not allowed to be transported if the spelling of his last name and/or first name in the ticket and booking does not correspond to the spelling according to the document presented at check-in. Refunds to the passenger as a result of such refusal are made in accordance with the rules of applied fare.
- 6.14 The purchase of an air ticket by a passenger means that the passenger agrees to the Carrier's terms and conditions and the applicable fares.
- 6.15 A separate ticket is issued for each passenger, including a baby under two years old.
- 6.16 There is no opportunity to book tickets on the Carrier's or agencies' websites/mobile apps for unaccompanied minors under 16 years of age.
- 6.17 In case of booking of preferential transportation (with a discount), the passenger is obliged to provide documents confirming his identity and confirming his right to benefits when booking a ticket.
- 6.18 The passenger or a person who makes booking on behalf of the passenger informs the Carrier five (5) calendar days before the flight or within the deadlines published on the website about:
- 1) reduced mobility of the passenger;
 - 2) sight, hearing disability impeding the independent movement of the passenger;
 - 3) accompaniment by a guide dog in case of sub-clause 2) of this clause;
 - 4) infectious/viral or another disease;
 - 5) in the case of childhood autism, Asperger's syndrome, atypical autism;
 - 6) pregnancy of more than 22 weeks;
 - 7) carriage of an unaccompanied passenger;
 - 8) carriage of animals (birds);
 - 9) carriage of weapons;
 - 10) carriage of sports gear;
 - 11) excess baggage or oversized, heavy-weight baggage;
 - 12) baggage that should be carried in the aircraft cabin only.
- Upon receipt of this information, the Carrier informs the passenger within 24 hours of the denial of carriage, if the carriage is not possible due to the technical capabilities of the aircraft as provided for by the above sub-clauses of this clause.
- Note. In the above situations, the passenger is obliged to read the Carrier's requirements by the date of notification of such carriage, which are posted on the Carrier's website. If the passenger fails to notify the Carrier within the deadlines posted on the website, the Carrier shall not guarantee that such passenger or his/her baggage will be accepted for the flight.*
- 6.19 Carriage is booked and purchased in accordance with the fare conditions as of the date of purchase.

- 6.20 Booking is considered preliminary until the Carrier has issued a transportation document to the passenger and the passenger has made payment for transportation.
- 6.21 When booking a passenger seat and carrying capacity for a passenger, the Carrier does not assign him a specific seat in the cabin of the aircraft. The number of the specific seat assigned to the passenger is indicated when the passenger checks in online or at the airport (point) of departure.
- 6.22 Provision of a pre-selected seat is an additional service of the airline and is charged separately. If the passenger has not used this service, the system automatically assigns a random /any available/available seat in the cabin to the passenger at the time of the passenger's check-in.

ARTICLE 7. ADDITIONAL SERVICES BOOKING CONDITIONS

- 7.1 In order to provide additional services to the passenger, the Airline or the Agent selling Passenger air transportation, when booking and selling air transportation, may order additional services required by the passenger on board the aircraft or at the airport of departure /arrival.
- 7.2 After paying for additional services provided to passengers, the booking system automatically issues an electronic multipurpose document (hereinafter referred to as EMD).
- 7.3 EMD issuance for paid additional services is not a mandatory condition for carriage agreement booking (except for passengers with special requests).
- 7.4 The passenger or his authorized person can book additional services either through the airline's own sales channels (FlyArystan mobile application, official website www.flyarystan.com, Contact Center), and through agents selling passenger air carriage (Internet sites, ticket offices, sales offices).
- 7.5 Payment for of additional services on the official website of the Carrier / in the FlyArystan mobile application, as well as in the Contact Center and travel agencies is available both during ticket registration and after ticket purchase, but no later than 2 hours before departure on domestic, 3 hours before departure on international routes, except for services that require an advance order from a third party or the terms of a specific service (for example: meals).
- 7.6 Some additional services issuance is also available at the airport during check-in and boarding of passengers according to the fares set by the Carrier.
- 7.7 The range of additional services that can be booked via Travel Agency, is determined directly by the Carrier.
- 7.8 To apply for an EMD for additional services and meet flight safety requirements, the passenger provides the following information:
- Passenger's last name, first name;
 - Booking number;
 - Departure date, destination and flight number.
- 7.9 When purchasing an additional service online, the passenger /payer is obliged to familiarize himself with the terms of use of his chosen service and other conditions of carriage.
- 7.10 When booking and selling air carriage at the agency, the agent for must provide the passenger with reliable and complete information about the conditions for providing additional services (transportation of baggage, sports equipment, etc.), including the condition for a refund or non-refund of the fee in case of refusal to receive the paid service. Refunds for unused EMDs are made according to the rules for the use of each service.
- 7.11 A separate EMD is issued for each passenger in the booking. In the event that there are several passengers in the booking, the purchase of additional services must be made only to the

- passenger(s) for whom it is intended.
- 7.12 Only the passenger for whom the EMD is issued can use the issued additional service.
- 7.13 The booking of additional services to passengers involves the provision of additional services on the date, flight and route for which the purchase was made.
- 7.14 The spelling of the passenger's surname and first name in EMD must also match their spelling in Latin letters in the identity document.
- 7.15 The purchase of additional services to passengers means that the passenger agrees to the Carrier's terms and conditions and the applicable fares.
- 7.16 EMD issuance is carried out in accordance with the terms of the fare application at the date of purchase.

ARTICLE 8. CHANGES TO THE TERMS AND CONDITIONS OF THE CONTRACT OF AIR CARRIAGE

- 8.1 The option to change the terms and conditions of the contract of carriage depends on the fare conditions.
- 8.2 Changes to the ticket are made by the Carrier with the consent of the passenger, or by the Agent for the sale of passenger air transportation with the consent of the Carrier and the passenger in accordance with the conditions of application of fares.
- 8.3 If the terms and conditions of the air carriage agreement are changed at the passenger's request, then service fees and fines may be charged in accordance with the fare conditions as well as a fare difference, if any.
- 8.4 Where the date of carriage is changed on a voluntary basis, availability of some additional services shall not be guaranteed. Confirmation of a service for the changed date should be obtained from the Carrier's contact center or the agency.
- 8.5 Fees and fines for changing the terms and conditions of the air carriage agreement are paid in the currency of the country where this fee is paid at the rate set by the automated booking system on the date of payment.
- 8.6 If the terms and conditions of the air carriage agreement are changed on an involuntary basis, p.16.2 of these Rules should be applied.
- 8.7 No re-issue / replacement of the passenger's ticket or EMD for another person is allowed.
- 8.8 No change of a domestic route within the Republic of Kazakhstan to an international route or vice versa is allowed.
- 8.9 An involuntarily change of the carriage route is permitted in agreement with the Carrier.

ARTICLE 9. PASSENGER TICKET, EMD

- 9.1. A passenger ticket and EMD are carriage documents that evidence execution of the air carriage agreement of a passenger, provision of the passenger with a seat and additional service on board the aircraft that serves the flight indicated in the ticket, and in case the passenger checks in baggage — delivery of the baggage to the destination point.
- 9.2. The passenger ticket and EMD are issued only after the carriage and the additional service are paid for at the applicable fare.
- 9.3. A passenger ticket and EMD are issued by the Carrier in electronic format for the Carrier's flights.

- 9.4. The passenger ticket and EMD include flight coupons, each of which is valid for carriage of the passenger and provision of additional services only in accordance with the route segment, date and flight specified in the coupon.
- 9.5. As a confirmation of purchase of the electronic ticket / additional service, the confirmation of booking / EMD is sent to the contact person's e-mail address indicated at the time of booking. When traveling abroad and going through passport control, the electronic ticket is a confirmation of return departure.
- 9.6. A passenger ticket / EMD is issued when the valid identity document is presented:
 - Kazakhstan passport (with indication of IIN);
 - Kazakhstan identity card (with indication of IIN);
 - Kazakhstan residence permit for a foreigner (with indication of IIN);
 - stateless person certificate;
 - international passport (for foreign nationals);
 - birth certificate issued by competent authorities of the Republic of Kazakhstan.
- 9.7. The passenger is allowed for carriage when the automated check-in system has an electronic ticket properly issued and containing a valid flight coupon.
- 9.8. An additional service is provided subject to a properly issued EMD available in the automated booking system.
- 9.9. In the event of a conflict between the information provided in the EMD ticket and the information contained in the Carrier's booking system, such database shall take precedence
- 9.10. If during flight check-in the passenger intends to present an identity document other than the one used to issue a ticket, the passenger shall contact the Carrier or agent well in advance (24 hours) before the flight check-in to enter changes concerning the identity document to the ticket and the automated booking system, and the Carrier or agent will be obliged to take actions to make these changes.

ARTICLE 10. TICKET and EMD VALIDITY

- 10.1. A passenger is allowed to be carried upon providing of a passenger ticket, duly issued if there is a confirmed reservation in the Carrier's booking system and containing: if there is an electronic passenger ticket, an EMD – corresponding electronic flight coupon with the reflected status "O" (OPEN FOR USE is open for use).
- 10.2. The Carrier may invalidate the electronic ticket, EMD, and has the right to refuse transportation/ provision of additional services if the flight coupon has any other status than "O" (OPEN FOR USE):
 - the flight coupon was exchanged ("E" status — exchange);
 - the flight coupon was used for carriage ("F" status — flown);
 - refund of the flight coupon ("R" status — refund);
 - the flight coupon was suspended ("S" status — suspend);
 - the flight coupon is void ("V" status — void).

ARTICLE 11. ASSIGNMENT OF A PASSENGER TICKET or EMD

- 11.1. A passenger ticket or EMD shall not be assigned to and used by another person.

- 11.2. A person presenting the passenger ticket issued in the name of another person has no right for a carriage or refund of unused passenger ticket, any part thereof, or all additional services purchased.

ARTICLE 12. VALIDITY PERIOD of a PASSENGER TICKET OR EMD

- 12.1. A passenger ticket and EMD are valid for carriage of a passenger and within the period of time established by the conditions of fare and additional services.
In case of a no-show of the passenger for the flight, the ticket and EMD are canceled and are not subject to re-issue or refund in accordance with the fare rules. Only unused airport fees are subject to refund to the passenger.
- 12.2. The validity of the ticket is extended to the Carrier's nearest flight, which has a free seat, if the passenger could not fly during the validity period of the ticket in the following case:
- 1) the flight indicated in the ticket is canceled or delayed for more than 5 hours;
 - 2) the aircraft fails to land at the airport indicated in the ticket and the passenger returns to the departure airport;
 - 3) the flight is suspended due to the forced landing of the aircraft, provided that the passenger continues this flight to the final destination;
 - 4) departure of the passenger is failed due to the absence of an available seat for the flight and date indicated in the ticket;
 - 5) the passenger's denial due to delay in departure caused by the airport security check;
 - 6) the Carrier issued the ticket incorrectly.

ARTICLE 13. PAYMENT FOR CARRIAGE AND ADDITIONAL SERVICES

- 13.1. For carriage of passengers by scheduled flights and provision of additional services, the Carrier or agent collects payment in the currency of the country at the exchange rate set by the automated booking system on the date of payment which is specified in the carriage document.
- 13.2. The Carrier accepts payment in cash and via bank transfer. Payment via bank transfer: by credit card through the Carrier's official website, mobile application or through the Carrier's contact center; by FlyArystan electronic voucher.
- 13.3. Payment for carriage and additional services must be made within the time limits stipulated by the rules for the application of the Carrier's tariffs in force at the time of booking, within the time limit set by the Carrier in the ways strictly specified by the Carrier.
- 13.4. If the payment for carriage and additional services is made in a manner not provided for by the Carrier's rules, the air carriage agreement is considered not concluded.
- 13.5. In case of late payment for the purpose of ticket registration or other violation of payment deadlines, the air carriage agreement is considered not concluded, unless the Carrier confirms otherwise.
- 13.6. The Carrier's obligations for passenger air carriage arise after proper and timely payment for air transportation.

ARTICLE 14. FARES

- 14.1. A fare - the carriage fee charged by the Carrier or the Agent for the sale of passenger air transportation for the carriage of one passenger or for the provision of additional services from the point of departure to the destination on a specific route.
- 14.2. The fare does not include fees.
- 14.3. According to the terms of use, passenger fares for the carriage of one passenger are divided into fares with more flexible conditions of use (hereinafter referred to as "Regular") and fares with strictly defined restrictions (hereinafter referred to as "Special").
- 14.4. Each fare provides for the terms and conditions of its application.
- 14.5. According to the terms of use, passenger carriage fares are grouped into fare brands - "Flexi" and "Lowest".
- 14.6. Several fare classes may be set within each carriage fare.
- 14.7. The number of passenger seats offered for booking transportation according to fare levels is determined by the Carrier and can be changed at any time based on commercial expediency.
- 14.8. The Carrier has the right to change the cost of fares for carriage and additional services without prior notification to the Passenger.
- 14.9. The applicable fare shall be valid on the start date of carriage when the carriage document is being issued or an additional service is being purchased. The passenger ticket issued and additional service paid by the passenger before the change in the fare or exchange rate declared by the Carrier shall be valid without additional payment to compensate for the fare value effective as at the start date of carriage, provided that the passenger makes no changes to the contract of air carriage.
- 14.10. If the passenger makes changes to the contract of air carriage after the fare change announced by the Carrier, the Carrier charges an additional amount of a difference between the fares: paid fare for carriage / additional service and the fare value effective as at the start date of carriage.
- 14.11. The passenger pays fares in the currency of the country where the carriage document is issued or in another currency specified by the Carrier, unless this contradicts the currency regulations of the country of sale.
- 14.12. When paying for carriage or additional services, the passenger is obliged to familiarize himself with the basic terms of the air transportation agreement and the rules of the applicable fare.
- 14.13. The air transportation contract is considered concluded from the moment of proper and timely payment for air transportation, which certifies the passenger's agreement with the rules and conditions of carriage and the rules for the application of the tariff.
- 14.14. If the payment for carriage is made in a currency other than the fare publication currency, then the equivalent in the payment currency is calculated at the exchange rate in effect at the time of payment for the carriage as posted in the automated booking systems.
- 14.15. The Carrier has the right to set the fare for the following additional services separately or as “packages”, including but not limited to:
 - SMS notifications not related to changes to the flight schedule (booking number and a reference to the electronic ticket are sent);
 - check-in service at airport;
 - boarding pass printing service;
 - car rental / hotel reservation / transfer;
 - selection of a seat on board;

- low price guarantee;
- voluntary travel insurance;
- meals, drinks, souvenirs during flight;
- carriage of unaccompanied minors;
- carriage of mailed items; Mailed items are accepted in Almaty and Nur-Sultan* only;
- advance booking (Price Freeze);
- pre-order of meals;
- priority boarding;
- carriage of additional 3 kg carry-on baggage;
- carriage of animals in the aircraft cabin and baggage compartment;
- carriage of musical instruments;
- carriage of weapons;
- carriage of baggage;
- carriage of sports gear;
- check-in of passengers at the check-in counter at the departure airport.

ARTICLE 15. FEES

- 15.1. The Carrier has the right to charge a fee / service fee for booking an air transportation ticket and additional services, as well as a service fee / fine for changing the departure date and providing additional services, if the ticket was booked at the contact center, on the Carrier's website /mobile application, at the Carrier's representatives at the airport or at agents.
- 15.2. The passenger pays any fee / service fee / fine in excess of the fare, unless otherwise provided for by laws or the fare conditions of the Carrier.
- 15.3. The passenger pays fees / service fees / fines in the currency of the country where the carriage document is issued or in another currency specified by the Carrier, unless this contradicts the currency regulations of the country of sale.
- 15.4. The amount of fees / service fees / fines is set by the Carrier's internal regulations.
- 15.5. The amounts of service fees for booking a ticket through the Carrier's agents are set by the agents on their own without agreement with the Carrier.

ARTICLE 16. TERMINATION OF THE CONTRACT OF CARRIAGE BY THE PASSENGER

- 16.1. The passenger has the right to refuse to fly and get refund for the ticket in the amount set forth in this article.
- 16.2. If the passenger intends to cancel the flight, the passenger/payer is obliged to notify the Carrier of the termination of the contract of carriage unilaterally in one of the following ways:
 - By making a refund yourself on the website flyarystan.com or in the FlyArystan mobile app;
 - By sending a written request to the place of payment for transportation – for tickets issued online on agency websites;
 - By telephone – for tickets issued at the Carrier's contact center.
- 16.3. The ticket is refunded in full in the following cases:
 - If the passenger refuses to fly due to a change in flight status for more than 5 hours through the Carrier's fault;

- Due to the aircraft's failure to land at the airport indicated in the ticket and the passenger's return to the departure airport on this aircraft;
- Due to a failure to provide a seat for the passenger in accordance with the booking made earlier;
- If the passenger has to refuse to fly due to the illness or death of the passenger or his/her family member traveling with him/her on the same aircraft, which is confirmed by a medical document.

Family members are defined as spouses, parents, and children (adoptive parents and adopted children).

*When the passenger or his/her family member traveling with him/her on the same aircraft refuses to fly due to an illness/injury, the ticket is refunded in full, provided that the passenger timely notifies the Carrier of his/her inability to depart by deleting a seat in the booking system from an upcoming flight (not later than 2 hours before the scheduled flight time — for domestic flights, not later than 3 hours — for international flights), and subject to provision of a medical evidence confirming that the illness occurred **after** the ticket purchase date as well as documents confirming the relationship between the passengers.*

The document confirming the passenger's involuntarily refusal from carriage is a scan of a medical document (sicknote, disability certificate, certificate from the airport medical center on removal from the flight) that meets the following requirements:

- *the presence in the document of a clearly legible name of the medical institution that issued this document;*
- *the seal of the medical institution that issued this document;*
- *date of issue of the medical document;*
- *The dates of illness indicated in the medical document correspond to the dates of transportation. In case of non-compliance, the document should state "it is not recommended to fly on the specified dates."*

The involuntarily refusal of carriage in the event of the death of a passenger or a member of his family traveling with him on an aircraft is certified by a death certificate and documents confirming the fact of kinship between passengers.

Medical documents issued outside the territory of the Republic of Kazakhstan must be accompanied by a notarized translation.

- 16.4. A full refund for additional services is available in the following cases:
- If the passenger refuses to fly due to a change in flight status for more than 5 hours through the Carrier's fault;
 - Due to a failure to provide a seat for the passenger in accordance with the booking made earlier;
 - If the passenger has to refuse to fly due to the illness or death of the passenger or his/her family member traveling with him/her on the same aircraft, which is confirmed by a medical document. *The conditions are identical to those described in clause 16.3.*
- 16.5. The ticket is refunded in the amount determined by the fare conditions in the following cases:
- If the passenger refuses to fly due to an illness or injury that occurred **before** the purchase of the ticket or is not confirmed by a medical document.

- If the passenger refuses to fly on a voluntary basis, fails to comply with the rules and conditions of booking of a particular additional service, the cost paid for the additional service is **NON**-refundable.
- 16.6. The cost of additional services provided at the time of booking and/or at the time of transportation, for which the Carrier incurred the costs associated with the provision of services, is non-refundable.

ARTICLE 17. TERMINATION OF THE CONTRACT OF CARRIAGE BY THE CARRIER

- 17.1. The Carrier terminates the contract of carriage unilaterally in cases provided for by the laws of the Republic of Kazakhstan:
- if the passenger refuses to pass a pre-flight inspection;
 - if the passenger violates the Rules for Air Carriage of Passengers, Baggage and Cargo (approved by Order No. 540 of the Minister of Investments and Development of the Republic of Kazakhstan dated April 30, 2015) (or) commits actions that pose a threat to the aircraft flight safety;
 - if the passenger violates the Rules of Air Carriage of Passengers and provision of additional services by FlyArystan JSC;
 - the passenger is under the influence of alcohol, drugs or other intoxicants, which may pose a threat to the health of the passenger or safety of persons and property on board the aircraft or cause inconvenience to other passengers;
 - if the passenger fails to perform their obligations on board the aircraft provided for by the aviation law;
 - if the passenger included in the list of persons of the Carrier, whose air transportation is limited.
- 17.2. The state of alcohol, drug or other intoxication of the passenger is confirmed through medical examination in the manner prescribed by law.
- 17.3. In case the passenger fails to present the original payment card and the identity document during check-in at the airport, the passenger will not be accepted for the flight. The airline shall not be responsible for related expenses.
- 17.4. If the contract of carriage is terminated in cases provided for by this article, the ticket is refunded in the amount determined by the fare conditions.

ARTICLE 18. PROCEDURE FOR REFUND OF FARES AND ADDITIONAL SERVICES

- 18.1. The ticket and additional services are refunded at the place where the ticket was purchased in cash, via bank transfer or in the form of a voucher, depending on the method of purchase, in accordance with the fare rules / conditions of refund for additional services established by the Carrier.
- 18.2. No refund is made in sales offices or agencies other than those where the ticket was purchased.

CHAPTER 4. CARRIAGE OF PASSENGERS

ARTICLE 19. SERVICE OF DEPARTING PASSENGERS

- 19.1. Passengers must arrive at the airport at the place of passenger and baggage check-in in advance: for an international flight - 3 hours before the flight, for a domestic flight - 2 hours before the scheduled departure, but not later than the check-in closure time to complete the prescribed check-in and baggage check-in procedures, as well as passing through security and meeting the requirements related to with border, customs, sanitary-quarantine, veterinary, and phytosanitary controls provided for by the legislation of the country from whose territory the flight departs.
- 19.2. An additional fee may be charged for the provision of passenger check-in services at the airport of departure, except for a special category of passengers requiring verification of documents for compliance with established requirements.
- 19.3. The passenger's baggage check-in service does not require payment.
- 19.4. Free boarding pass printing at the check-in desk is available for restricted persons of a special category (unaccompanied passenger, passengers with a purchased extra seat on board, passengers with limited mobility with their own wheelchairs of a certain type, passengers with a pre-agreed service for transporting animals, passengers with a pre-agreed service for transporting weapons).
- 19.5. An additional fee may be charged for the printing of a boarding pass at the self-check-in (iJAN) kiosk according to the fare set by the Carrier.
- 19.6. Along with the procedure specified in point 19.2 of the Rules, the passenger has the right to self-check-in for the flight and to print out / download /save on the mobile device a boarding pass via free online check-in on the official website / in the mobile application of the Carrier.
- 19.7. During the passenger check-in for the flight, the Carrier checks for availability of the following documents: ticket, passport or another identity document, which was used to purchase the ticket, necessary documents that evidence the conditions of carriage of specific categories of passengers and their baggage (child's birth certificate, notarized power of attorney for carriage of a child by a third person issued by parents, adoptive parents or guardians, medical assessment report, veterinary certificate, etc.).
- 19.8. Check-in for international flights starts not later than 3 (three) hours and closes 40 (forty) minutes before the flight departure time, unless otherwise provided for by the departure airport rules, which the Carrier brings to the attention of passengers via the official website. The passenger who is late for check-in is not accepted for the flight. Check-in for domestic flights (throughout Kazakhstan) starts not later than 2 (two) hours and closes 40 (forty) minutes before the flight departure time, unless otherwise provided for by the departure airport rules, which the Carrier brings to the attention of passengers via the official website. The passenger who is late for check-in is not accepted for the flight.
- 19.9. To pass the check-in procedure at the departure airport, the passenger shall provide the Carrier with the following original documents:
 - identity document prescribed by the laws of the Republic of Kazakhstan and/or international treaties of the Republic of Kazakhstan;
 - documents certifying the passenger's right to enter a foreign country (visa or documents entitling to visa-free entry);
 - necessary documents certifying the conditions of carriage of specific categories of passengers and their baggage (notarized consent of parents, adoptive parents, guardians

for the carriage of a minor, power of attorney to accompany a minor, medical certificate, veterinary certificate, etc.).

**NOTE. If citizens of the Republic of Kazakhstan under the age of 16 are traveling with an adult who is not his parent or guardian, as well as unaccompanied children, they must have the original birth certificate with themselves.*

- 19.10. If any of the documents specified in Clause 19.9 of these Rules is not available, the Carrier may refuse carriage of the passenger.
- 19.11. The Carrier is not responsible for the issues of the passenger's relationship with the government services (customs, border, immigration, security services) of countries of departure, transfer, stop-over or entry.
- 19.12. The Carrier may request at check-in or during boarding from the passenger the original bank card used for payment in the following cases:
- when purchasing ticket via the Carrier's Contact Centre;
 - when purchasing, booking or re-booking ticket on the Carrier's website, if the passenger was informed to present the original bank card when paying for the carriage.
- 19.13. At check-in desk passenger is obliged to submit for weighing all baggage to check-in as well as hand baggage, including a hand bag, camera, laptop and other items to be carried in baggage compartment / aircraft cabin . If the baggage/hand baggage has not been previously paid for or the actual weight of it exceeds the previously paid weight, the payment is accepted at the corresponding published rates.
- 19.14. If dimensions, weight and hand baggage number of pieces exceed the norms allowed by the Carrier, it is handed over to the baggage, and payment is accepted according to the corresponding published rates.
- 19.15. If passenger refuses to provide payment for the exceeded norms of hand luggage/baggage allowed, the Carrier has the right to refuse to accept hand luggage/baggage for carriage on the flight.
- 19.16. Provided that the passenger's identity documents comply with the applicable Rules, the passenger is issued a boarding pass at the check-in counter/self-service (iJAN) kiosk that contains the passenger's first name and last name, destination, departure date and flight number, time boarding starts and closes, gate number (only for boarding passes issued at the airport), boarding zone and seat number.
- 19.17. Boarding starts and closes as per the time specified in the boarding pass.
- 19.18. Passengers are accepted at boarding after providing their identity card (and the documents specified in Clause 19.9) and the boarding pass. The passenger who is late for boarding shall not be accepted for the flight.
- 19.19. The Carrier is guided by the policy of direct route communication. When a passenger follows a complicated route (several connecting flights of the Carrier), the passenger himself is responsible for timely check-in for the flights.

ARTICLE 20. SELF CHECK-IN (ONLINE CHECK-IN)

- 20.1 For all flights of the Carrier, the passenger has the opportunity to check in independently:
- online through the Carrier's official website www.flyarystan.com or the FlyArystan mobile app is free;
 - at the (iJAN) self-check-in kiosk - for an additional fee according to the rate set by the Carrier.

- 20.2 Before check-in, the passenger is obliged to read and accept online check-in rules posted on the Carrier's website .
- 20.3 Online check-in service is available 30 (thirty) days before the flight departure as scheduled and closes 40 (forty) minutes before the flight departure as scheduled. After online check-in is close, all operations for the passenger check-in and check-out shall only be made in the departure airport.
- 20.4 Self check-in is not available for the following categories of passengers:
- unaccompanied children;
 - passengers who have purchased an extra seat on board.
- 20.5 The following categories of passengers can use the free online check-in, but they need to receive their boarding pass at the check-in desk at no extra charge:
- passengers with a personal wheelchair;
 - passengers with a pre-agreed and paid animal transportation service;
 - passengers with a pre-agreed and paid transportation service for weapons.
- 20.6 If, after completing online check-in, a passenger is unable to print a boarding pass or is traveling with luggage, he/she arrives at the airport no later than 60 minutes before the flight departure time indicated on the ticket for baggage check-in, baggage tag and/or printing boarding pass at the self-check-in (iJAN) desk.
- 20.7 After completing the online check-in procedure, the passenger arrives at the airport no later than 60 minutes before the flight departure time indicated on the ticket and passes through security and boarding, presenting an identity document and boarding pass. In case of discrepancy between the actual departure time and the time indicated on the ticket and boarding pass, the passenger should be guided by the alerts/information boards at the departure airport.
- 20.8 In order to ensure flight safety and aircraft alignment, the Carrier reserves the right, if necessary, to change the seat received by the passenger during online check-in.
- 20.9 When a passenger follows a complicated route (several connecting flights of the Carrier to the final destination), the passenger himself is responsible for timely check-in for the flights baggage handling and receipt of a boarding pass. The passenger is solely responsible for the consequences caused by late check-in and lack of a boarding pass.

ARTICLE 21. PRE-FLIGHT SECURITY INSPECTION OF PASSENGERS, THEIR CHECKED-IN AND HAND BAGGAGE

- 21.1 To meet flight safety requirements, the passenger himself, his checked-in and hand baggage, including personal items carried by the passenger are subject to mandatory pre-flight inspection. Pre-flight inspection is provided by the departure airport security staff .
- 21.2 Pre-flight inspection involves verification of the passenger's identity documents against the carriage documents.
- 21.3 If a passenger refuses to go through pre-flight inspection, the Carrier has the right to refuse his/her carriage (unilaterally terminate air carriage agreement) subject to a refund for carriage as per the fare rules.
- 21.4 If prohibited for carriage items were found during the pre-flight inspection of hand or checked-in baggage and personal inspection of the passenger, a refund of the paid baggage/hand baggage is not provided.

- 21.5 Inspection is permitted on board the aircraft from the time all external doors are closed after loading and until any of these doors are opened for unloading, regardless of the passenger's consent, by decision of authorized persons of the airline or airport.

ARTICLE 22. BOARDING

- 22.1 Passengers boarding to the aircraft starts 30 minutes before the scheduled flight departure. The passenger must arrive to the boarding zone at least 30 minutes before the scheduled flight departure. The passenger who arrives later shall not be accepted for the flight.
- 22.2 The passenger not arrived for the boarding shall be refused of carriage by this flight. The baggage of the checked-in passenger not arrived for the boarding onto the plane shall be subject to removal from the airplane.
- 22.3 During the boarding the Carrier has can check if hand baggage meet the free hand baggage allowance to be carried in cabin. In case of non-compliance, payment is charged as per established rates.
- 22.4 After the passenger boarded, he/she is not allowed to leave the aircraft without permission of crew members. Otherwise, this action will be treated as destructive behavior, and the passenger may be refused carriage by decision of captain.
- 22.5 If the passenger refuses to fly after boarding, in accordance with aviation security requirements pre-flight inspection of the aircraft and passengers should be provided again. In this case, the Carrier has the right to recover from the passenger expenses caused by the delayed/cancelled flight.

ARTICLE 23. SERVICE OF ARRIVING PASSENGERS

- 23.1 Upon arrival, passenger is delivered to arrival terminal where he/she claims his/her checked-in baggage.
- 23.2 If the host country legislation of entry requires, passenger should go through:
- sanitary and quarantine control (if necessary);
 - passport control (including filling-in a specific form by the passenger who arrived at a permanent place of residence);
 - customs control (including filling-in a customs declaration).
- 23.3 Passengers with disabilities and their accompanying persons as well as deportees, escorted, unaccompanied minors disembark the aircraft last.
- 23.4 When carrying a passenger with disabilities in a wheelchair (folding chair), the Carrier or authorized agent shall inform the arriving airport in advance about the carriage of such a passenger to arrange his/her delivery from the aircraft to the airport.

ARTICLE 24. SCHEDULE, FLIGHT STATUS CHANGE

- 24.1 Regular carriage of passengers is performed in accordance with the published schedule.
- 24.2 The published flight schedule shows the following information for each regular flight:
- 1) departure airport;
 - 2) destination airport;
 - 3) stopover airport(s) where the aircraft is scheduled to land in accordance with the flight schedule;
 - 4) the Carrier's code;

- 5) flight number;
- 6) days of week when the flight is operated;
- 7) departure time (local at the departure point);
- 8) arrival time (local at the arrival point);
- 9) period of the flight operating;
- 10) aircraft type(s).

Flight schedules may contain additional information.

- 24.3 The departure (arrival) time and aircraft type specified in the ticket, schedule and other published flight schedules of the Carrier are not guaranteed and are not a mandatory condition for of the air carriage agreement.
- 24.4 The Carrier may cancel, postpone or delay the flight specified in the passenger's ticket, change the aircraft and itinerary (landing point), if required by flight safety and/or aviation security or conditions beyond the control of the Carrier (weather conditions at the airport of departure, arrival, along the route, unfitness of the runway for take-off of the aircraft, requirements of public authorities, etc.).
- 24.5 The Carrier is obliged to take all possible measures for timely carriage in accordance with the concluded contract of carriage.
- 24.6 The Carrier may change the schedule without prior notice to passengers.
- 24.7 When the flight status is changed for more than 5 hours due to the fault of the Carrier in compare with initial schedule the Carrier is obliged to reissue the ticket for the next flight or refund the full cost of unused ticket segments.
- 24.8 The Carrier has the right to change the aircraft type without prior notice to the passenger.
- 24.9 The Carrier reserves the right to change the preliminary purchased seat to any other seat for operating or safety reasons even after the passengers are seated. FlyArystan will take every effort to provide the passenger with an analogous seat in a row similar to that where the seat was purchased earlier.
- 24.10 If there is no opportunity to provide an analogous seat of the similar type when the aircraft is replaced, delayed or canceled, the passenger has the right to a refund of the amount paid for the seat in accordance with the applicable rules.
- 24.11 The Carrier is not responsible for a failure to notify the passenger when the flight is canceled or any flight parameters are changed (schedule, route change) in case the passenger did not provide his/her contact details at the time of booking (phone number, e-mail address, etc.), including in case the passenger provided incorrect contact details or the passenger's phone number is out of service. In the said cases, the Carrier shall not compensate the passenger's expenses resulting from such a failure.
- 24.12 The Carrier is not responsible where it is not at fault for a failure to notify the passenger of a change in the flight schedule, change of the departure/arrival airport, flight cancellation or other changes.
- 24.13 The Carrier is not responsible for errors, corruptions or omissions in schedules published by others without the consent of the Carrier.
- 24.14 The Carrier is not responsible for providing connections with flights of other Carriers.
- 24.15 The Carrier has the right to assign its obligations or any part thereof under the air carriage agreement to another carrier.

ARTICLE 25. CARRIER'S RESPONSIBILITY IN CASE OF A FLIGHT STATUS CHANGE

- 25.1. If the flight status changes due to the Carrier's fault or due to the late arrival of the aircraft, the Carrier will arrange the following services for passengers at departure and intermediate points:
- 1) baby care room (if available) for a passenger with a child under the age of seven;
 - 2) two telephone calls, including via international communication, with duration of no more than five minutes or two e-mail messages while waiting for the flight departure for more than two hours;
 - 3) soft drinks while waiting for the flight departure for more than two hours;
 - 4) hot meals while waiting for the flight departure for more than two hours and further:
 - every six hours — during the daytime;
 - every eight hours — during the nighttime;
 - 5) accommodation in the hotel provided by the Carrier, while waiting for the flight departure for more than eight hours — during the daytime and more than six hours — during the nighttime;
 - 6) delivery by a vehicle provided by the Carrier from the airport to the hotel and back when the hotel is provided at no additional charge;
 - 7) if the flight status is changed due to the Carrier's fault for a period of more than five hours, the Carrier is obliged, at the passenger's choice:
 - ensure that the passenger is carried on the closest flight to the destination point specified in the ticket, with the provision of services in accordance with this point; or
 - refund the full ticket price to the passenger.
- The services specified in this point are provided to passengers at no additional charge.
- 25.2. At the passenger's request, he/she is issued a confirmation letter or the reasons of the flight delay are indicated in the ticket by a specially designated official of the Carrier.
- 25.3. For delayed delivery of a passenger to the destination, the Carrier shall pay the passenger a fine in the amount of 3% of the fare (the fare of the flight section where the delay occurred) for each hour of delay, unless he proves that the delay occurred due to force majeure. The amount of the fine collected may not exceed the cost of the purchased fare (the fare of the flight section where the delay occurred).

CHAPTER 5. CARRIAGE OF SPECIFIC CATEGORIES OF PASSENGERS

ARTICLE 26. GENERAL PROVISIONS

26.1 Passengers of specific categories are subject to the general terms and conditions of carriage with the provision of additional services and adequate level of flight safety, and compliance with the requirements of public authorities.

ARTICLE 27. CARRIAGE OF ACCOMPANIED MINORS

- 27.1 A separate ticket is issued for each child, regardless of their age, including an infant (child under 2 years old) who does not occupy a seat. Transportation of children under the age of 2 (up to the age of two) is made in the same booking with an accompanying adult passenger.
- 27.2 In case if there is no properly issued ticket for an infant (child under 2 years old) in the booking system, the Carrier has the right to refuse to accept the infant on the flight if there is no technical capability of acceptance on the flight. For ticket issuance for a baby at the airport, an adult passenger is required to pay a service fee for registration of an air ticket at a fixed rate.
- 27.3 Each adult passenger has the right to carry only one infant without providing a separate seat. If more than one baby is traveling with the passenger, the rest will be transported with payment according to the rules of fare application and with the provision of a separate seat.
- 27.4 When issuing a passenger ticket, as well as during the child's check-in and boarding procedures, it is necessary to present the original document confirming the child's age and kinship with one of the parents traveling with the child. In case of discrepancy between the actual age of the child indicated on the ticket, the airline has the right to request a new ticket or refuse to transport him, in case the sale of tickets for the flight is closed at the time of the discrepancy.
- 27.5 The child shall be accompanied by an adult passenger (the parent, guardian or their authorized person subject to the notarized original power of attorney), who is capable of taking care of the child at all the stages of travel, including a change of aircraft/flights, check-in procedures, customs and border procedures, etc.
- 27.6 For domestic and international flights, the passenger is allowed to carry one child under the age of 2, free of charge, without a separate seat provided and subject always to the issued ticket.
- 1) If a child under the age of 2 is carried on a domestic or international flight with a separate seat provided, 50% of the regular fare is paid for carriage, or the passenger may purchase a ticket for the child at a special fare, if available.
 - 2) Children aged from 2 to 14 inclusive are carried on domestic flights with payment of 50% of the regular fare, or the passenger may purchase a ticket for minors at a special fare, if available.
 - 3) Children aged from 2 to 11 inclusive are carried on international flights with payment of 50% of the regular fare, or the passenger may purchase a ticket for minors at a special fare, if available.
 - 4) A second, third and further children traveling with the passengers are carried with the tickets issued with a 50% discount of the applicable regular fare, with a separate seat provided.

- 27.7 The passenger has the right to purchase an air ticket for minor children at the appropriate special rate at a reduced cost, which does not provide for children's discounts, unless otherwise specified in the fare application rules. A children discount of 50% for air tickets does not apply to special fares.
- 27.8 Carriage of children from 2 to 11 years old inclusive on international routes, and from 2 to 14 inclusive on domestic routes is recommended to be made in a single booking. If two different bookings are made for a child and an accompanying person, both bookings must contain information about the accompanying person (booking number and air ticket number) in the form of a remark.
- 27.9 If a person under the age of 16 travels in the company of a parent and confirms his/her identity with his/her own passport, he/she shall also have a birth certificate to confirm the status of the accompanying parent (if their last names differ, also new marriage certificates with a change of last names; a document of guardianship if the parents are deceased, missing or deprived of parental rights).
- 27.10 If a child leaves the country accompanied by adults, who is not his parent, the original notarized document from one of the parents authorizing the child's departure, as well as a power of attorney for the accompanying person, must be presented at boarding and passport control upon departure.

ARTICLE 28. CARRIAGE OF UNACCOMPANIED MINORS

- 28.1 Children aged from 6 to 16, who travel without parents and are not entrusted to any of the passengers are carried on domestic and international flights as unaccompanied minors.
- 28.2 Unaccompanied minors are not accepted for carriage from 11:00 pm to 6:00 am in accordance with Clause 5 Article 36 of the Republic of Kazakhstan Rights of the Child Act dated August 8, 2002.
- 28.3 Minor passengers under the age of 6 shall be carried only in the company of an adult passenger.
- 28.4 Unaccompanied minors are allowed for carriage only with the consent of the Carrier subject to confirmed booking at all route legs. Booking and service request should be made 24 hours before departure via the contact center (special.service@flyarystan.com) or a tourist agency. Tickets for unaccompanied minors are not sold online.
- 28.5 In case a minor Kazakhstan citizen leaves the Republic of Kazakhstan unaccompanied, he/she should have, in addition to the passport, the notarized original consent of his/her parents, adoptive parents or guardians to departure of the minor Kazakhstan citizen, with the travel period and the country (countries) he/she intends to visit being indicated.
- 28.6 An unaccompanied minor is carried subject to the following conditions only:
- there is a service request for carriage of the unaccompanied minor confirmed by the Carrier;
 - the carriage of the unaccompanied minor is paid in accordance with the rules and fares applicable at the time of departure;
 - the parents/guardians or their legal representatives provided all necessary documents to be presented to appropriate competent authorities;
 - the parents/guardians or their legal representatives bring the minor to the airport in due time for check-in and all necessary procedures and stay at the airport until the flight departs;

- the parents/guardians or their legal representatives arrive at the airport to meet the minor by the actual time of flight arrival.

28.7 Carriage of an unaccompanied minor is paid as per the fare set by the Carrier.

ARTICLE 29. CARRIAGE OF PREGNANT WOMEN

- 29.1 Pregnant women are accepted for air carriage provided that they present the following documents: ticket, original identity document, original prenatal records (for any period of pregnancy) and original certificate issued by a medical organization which specifies the period of pregnancy and the health condition for pregnant passengers with the period of pregnancy from 22 to 34 weeks for single pregnancy and not more than 32 weeks for multiple pregnancy and contains a permission for air carriage.
- 29.2 Pregnant women with the period of pregnancy up to 22 weeks are carried without a medical certificate to be presented for the flight but with a prenatal record (for any period of pregnancy).
- 29.3 A pregnant woman is carried under the condition that the Carrier does not assume any responsibility to the passenger for adverse consequences that may arise for the passenger and for the fetus during carriage and as a result of carriage.
- 29.4 Pregnant women with the period of pregnancy from 22 to 34 weeks inclusive for single pregnancy and from 22 to 32 weeks inclusive for multiple pregnancy may be accepted for carriage only with a health condition certificate issued by a medical institution.
- 29.5 Pregnant women with the period of pregnancy of more than 34 weeks for single pregnancy and more than 32 weeks for multiple pregnancy should provide the conclusion of the medical advisory commission, form # 026/y, approved by the order of the Acting Minister of Health of the Republic of Kazakhstan dated October 30, 2020 No. KR DSM-175/2020 "On approval of forms of accounting documentation in the field of health" (registered in the Register of State Registration of Regulatory Legal Acts for No. 21579) about the state of their health, which is allowed from the registration of a medical organization no earlier than 30 calendar days before the start of transportation.
- 29.6 The medical opinion shall specify the period of pregnancy and provide a confirmation that the pregnancy has no complications.
- 29.7 The Carrier may refuse to carry a pregnant woman, even where a medical certificate is available, if the date of delivery is expected within the next 7 calendar days.
- 29.8 New mothers after childbirth and newborn children are not allowed for carriage within the first 7 calendar days after the birth of the child.
- 29.9 For carriage of children born prematurely in case of multiple pregnancy, the parents of the children or accompanying adults should present a medical certificate for each child which confirms that the child can travel by air.
- 29.10 The Carrier has the right to refuse to carry a pregnant woman if so regulated by the immigration law of the destination country.
- 29.11 When departing from foreign airports, a medical certificate shall be translated into the foreign language used in the departure country and notarized. The validity of the medical certificate is 30 days.

ARTICLE 30. CARRIAGE OF PASSENGERS WITH REDUCED MOBILITY

- 30.1. The category of passengers with reduced mobility includes the passengers:

- who are declared as persons with reduced mobility for medical reasons as well as not able to move independently and needing assistance when boarding the aircraft or those able to walk and approach the boarding area without assistance, whose condition is considered unstable and who therefore need permission from doctors before each flight;
 - whose physical condition is stable and who can obtain a permanent or temporary permission for air carriage from a medical institution, or who do not have such permission but need special care.
- 30.2. Passengers with reduced mobility and sick passengers are carried with prior agreement with the Carrier subject to a confirmed booking.
- 30.3. The passenger or a person who books the ticket on behalf of the passenger informs the Carrier at least five (5) calendar days before or within the deadlines published on the website in the following cases:
- reduced mobility of the passenger;
 - sight/hearing disability, need for a guide dog in this case;
 - any infectious/viral disease.
- After receiving this information, the Carrier informs the passenger within 1 calendar day of denial of booking if the Carrier is not capable to carry the passenger due to technical capabilities of the aircraft.
- The Carrier may refuse to carry a passenger on a wheelchair if there are no conditions required to carry such passengers on some aircraft.
- 30.4. A passenger with reduced mobility on a wheelchair should be preferably carried with an accompanying person (aged 16 and above) who takes care of this passenger during the flight.
- 30.5. In order to ensure safe compliance with technical and operational requirements, the Carrier may limit the number of passengers with reduced mobility on any of its flights even if accommodation of such passengers meets special requirements, including accompaniment by a qualified person.
- 30.6. The Carrier or any other person authorized by the Carrier who checks in a passenger with reduced mobility shall be responsible for informing its ground personnel at the points of transit, transfer and destination that there is a passenger with reduced mobility on board of the aircraft.
- 30.7. The Carrier may refuse to perform or continue the carriage of a person the carriage of whom due to his/her health condition (based on the medical examination findings, etc.) may pose a threat to other passengers and their belongings, the aircraft or the crew.
- 30.8. The Carrier may refuse carriage (both initial and subsequent), cancel the booking or remove any passengers from the aircraft due to their health condition if such passengers:
- are not able to take care of themselves on their own, unless they have accompanying persons;
 - can become a source of infection for other passengers; carriage of whom even subject to special precautions can pose a threat for themselves or any other persons and their belongings.
- 30.9. In case of refused carriage of a passenger with reduced mobility in the origin or transfer point, the Carrier is obliged to immediately notify the original carrier and all other carriers en route, indicating the reason for refusal and measures it takes.
- 30.10. The pilot in command and chief flight attendant must be informed of presence of passengers with reduced mobility on board and need for special services, prior to the flight.
- 30.11. Passengers with reduced mobility and their accompanying persons shall be boarded before all other passengers on board. In transit points the said passengers and their accompanying

- persons shall stay on board provided that applicable safety rules are observed. The said group of passengers and their accompanying persons shall be last to deplane.
- 30.12. Passengers with reduced mobility should be seated in the passenger cabin taking into account the specifics of carriage. Their seats must not:
- impede emergency evacuation in emergency situations;
 - be an obstacle for free access to emergency exits.
- 30.13. Accompanying persons shall be provided with seats next to passengers with reduced mobility. Passengers with reduced mobility shall be seated so that they do not impede fast evacuation of passengers from the aircraft.
- 30.14. Carriage of own wheelchairs of passengers with reduced mobility is regulated by the Carrier's rules of baggage carriage.
- 30.15. A wheelchair or electric wheelchair is carried as checked baggage in the baggage compartment of the aircraft.
- 30.16. A wheelchair or electric wheelchair is carried free of charge. An electric wheelchair is carried subject to the following conditions: batteries from the electric wheelchair shall be safely attached to the wheelchair, disconnected in advance and isolated to prevent short circuit. If it is not possible to load, fasten and unload the wheelchair in the upright position only, the battery should be removed. After that, the wheelchair may be carried without restrictions as checked baggage. The removed battery should be carried in sealed packaging resistant to chemical exposure. The battery shall be appropriately labeled. Wet batteries are carried in the upright position only. Lithium-ion batteries are carried in the aircraft cabin only in sealed packaging, with the battery terminals being isolated, as per the packaging instruction given in 800 IATA Dangerous Goods Regulation.
- 30.17. A person with mental disorder is accepted for carriage only if accompanied by a person of sufficient physical strength and trained to apply, if necessary, corrective actions to the person it accompanies.
- 30.18. When carrying a passenger in a wheelchair, the Carrier or authorized agent shall inform the airport in advance about the carriage of such passenger for delivery from/to the aircraft.

ARTICLE 31. CARRIAGE OF PASSENGERS WITH SIGHT/HEARING DISABILITY

- 31.1. When a passenger with sight/hearing disability is carried, a relevant document shall be presented to the Carrier.
- 31.2. A passenger with sight/hearing disability can be carried with an accompanying person, without an accompanying person or with a guide dog.
- 31.3. A passenger with sight/hearing disability can be carried without an accompanying person only subject to prior agreement with the Carrier.
- 31.4. When booking a seat on board the aircraft for a passenger with sight/hearing disability, the sales agent shall notify the Carrier of carriage of such passenger so that this passenger is rendered assistance while checking in at the departure airport, being delivered to the aircraft, boarding, getting off the aircraft and being delivered from the aircraft to the destination airport.
- 31.5. The original veterinary certificate and special training certificate shall be presented for the guide dog.
- 31.6. The guide dog shall have a collar and a muzzle and shall be tied to the seat at the feet of the passenger it accompanies.
- 31.7. The guide dog is carried at no charge in the aircraft cabin.

31.8. Boarding shall be arranged by an airport representative on a first-priority basis before boarding of the major part of passengers is announced, and deplanement shall be arranged after all the others.

ARTICLE 32. CARRIAGE OF ELDERLY PASSENGERS

32.1. In case a passenger aged 75 and above needs special care when checking in, going through pre-flight procedures as well as during the flight, he/she shall notify the Carrier in advance.

ARTICLE 33. CARRIAGE OF PASSENGERS WITH ENHANCED COMFORT

33.1. For carriage with enhanced comfort, a passenger can book the required number of seats. Payment for additional seats is available at affordable fares.

ARTICLE 34. SERVICE OF DIPLOMATIC COURIERS AND THEIR BAGGAGE

- 34.1. Diplomatic couriers carry diplomatic mail in the aircraft cabin and are obliged to:
- have and present at the Carrier's request a document certifying his/her special powers as a person accompanying the diplomatic mail;
 - be responsible for packaging and processing of diplomatic mail in accordance with the instructions of the relevant international conventions and the requirements of public authorities at the points of departure, destination, transfer;
 - be responsible for the safety of diplomatic mail during ground processing.
- 34.2. Registration of the diplomatic mail in the aircraft cabin, accompanied by diplomatic courier, is allowed using a separate ticket or excess carry-on baggage / checked baggage receipt, and payment is made in accordance with the excess baggage carriage rules.
- If the diplomatic mail is registered using a specially issued passenger ticket, the mail is carried on the passenger seat, if its weight does not exceed 30 kilograms. If this weight is exceeded, two or more tickets may be issued for the carriage of diplomatic mail and, accordingly, two or more seats may be occupied. The dimensions of diplomatic mail shall allow it to be placed on a separate passenger seat.

ARTICLE 35. SERVICE OF DEPORTED PASSENGERS AND PASSENGERS WHO ARE REFUSED ENTRY TO A COUNTRY

- 35.1. The passport, customs and other rules established in accordance with the laws of the Republic of Kazakhstan apply to passengers arriving to the RK, departing from the RK or flying through the RK with a stop-over in the RK as well as to baggage and cargo carried in and from the RK.
- 35.2. The decision to deport a passenger is issued by appropriate public authorities. Carriers that carry such a passenger are not responsible for delivering the passenger to the destination point specified by deportation authorities.
- 35.3. When going through border, customs, sanitary and quarantine, veterinary, phytosanitary and other controls, the passenger and the consignor (consignee) are obliged to observe laws and other regulatory legal documents and meet the requirements of relevant competent public authorities of the country from/to or through which the passenger, baggage and cargo are

- carried, as regards compliance with the requirements of aviation security, customs, sanitary and quarantine, immigration, veterinary, phytosanitary, currency and other controls.
- 35.4. Regulation of relations between controlling public authorities and the passenger, consignor (consignee) arising in view of international air carriage of the passenger, baggage and cargo is the exclusive competence of the passenger, consignor (consignee) and is not the Carrier's duty.
 - 35.5. Foreign nationals are deported by migration services in cooperation with internal affairs agencies and other executive authorities and their territorial bodies within their competence.
 - 35.6. For a deportee, 1 copy of the "Deportation Certificate" must be available, which is to be enclosed in a separate envelope.
 - 35.7. The deportee is seated on the aircraft as agreed with the pilot in command and public authorities.
 - 35.8. After the flight with the deported passenger departs, a telegram is sent to the destination point, indicating the last name of the passenger, last name of the accompanying person and the connection flight number.
 - 35.9. The passenger who is not allowed by competent authorities to the destination point shall be immediately sent to the initial point of carriage or to another point permitted by public authorities.
 - 35.10. If competent public authorities oblige the Carrier to return the passenger, who was refused entry to the country of destination, transit or transfer, to the departure airport or to another airport, then the passenger or the hosting organization are obliged to compensate the Carrier for all costs incurred in connection with this carriage.
 - 35.11. The passenger is responsible for reimbursement of all expenses of the Carrier for return delivery and service.

CHAPTER 6. CARRIAGE OF BAGGAGE

ARTICLE 36. GENERAL PROVISIONS

- 36.1. In case of full commercial load of the aircraft, in order to meet safety requirements the Carrier may limit acceptance or refuse the excess baggage of the passenger.
- 36.2. The Carrier may refuse the passenger to carry his/her checked-in baggage / hand baggage, if the weight, dimensions, number of bags, contents or packaging do not meet the requirements of these Rules.
- 36.3. Checked-in baggage is carried on the same aircraft with the passenger. If such carriage is not possible for any reason, the Carrier shall carry the checked-in baggage on its next closest flight.
- 36.4. The checked-in baggage and hand baggage of the passenger who did not arrive at boarding on time are subject to mandatory removal from the aircraft.
- 36.5. It is the passenger who is responsible for the prohibited items in baggage in disregard of the carriage requirements and conditions established by these Rules.

ARTICLE 37. CHECKED-IN BAGGAGE

- 37.1. The sum of 3 dimensions of one piece of checked-in baggage shall not exceed 158 cubic centimeters, and the weight of one piece of baggage shall not exceed 32 kg.
- 37.2. When accepting baggage for carriage, the Carrier or agent authorized by the Carrier is obliged to enter the actual data into the passenger and baggage check-in system (number of pieces and weight of checked baggage), which is considered as a baggage tag issued to the passenger. The Carrier is obliged to issue the passenger a tear-off coupon of the numbered baggage tag for each piece of checked baggage. The baggage tag and tear-off coupon are mandatory to identify baggage.
- 37.3. To identify special conditions of carriage, a special unnumbered baggage tag (fragile/heavy) is also attached to the checked-in baggage.
- 37.4. After baggage check-in, the Carrier is charged for safety of the baggage contents, its packaging and for the carriage.
- 37.5. From the time the checked-in baggage is handed over for carriage and up to the time it is claimed, the passenger's access to the baggage is prohibited, except for the purpose of identification or additional inspection by the relevant services.
- 37.6. To provide the baggage security, , the Carrier recommends to:
 - use high-quality suitcases with reliable locks for traveling;
 - for suitcases made of fabric and bags, apply padlocks to fix zippers, ropes or straps to tie round the baggage in order to hinder the access to the content of external persons;
 - remove old tags after each flight;
 - use personal address tags outside the baggage;
 - for visual identification of baggage, fit it with a ribbon or another individual mark;
 - wrap the baggage with packing film to avoid damages to the baggage and access to the contents.
- 37.7. The Carrier has the right to check the weight of the baggage carried by the passenger at the destination airport. If it is found out that the passenger carries baggage in excess of that checked-in at the departure point or in excess of that indicated in the baggage receipt, with

- no appropriate payment being made for such carriage, the Carrier may demand payment of a difference between the checked-in and actual weight of the baggage.
- 37.8. No merge of baggage of two or more passengers is allowed.
- 37.9. The Carrier does not recommend the following items to be put in checked baggage:
- Fragile items and breakable or perishable items;
 - Cash;
 - Keys;
 - Jewelry and precious metal wares and silver work;
 - Natural fur;
 - Electronic equipment;
 - Computer hardware, components for computers, set-top boxes, software;
 - Audio and video equipment, photo and film equipment, associated items;
 - Glasses, binoculars and other optical devices;
 - Technical, medical and other documents;
 - Business and personal documents;
 - Securities and things of value;
 - Manufacturing equipment and samples/templates;
 - Video/audio cassettes, discs, floppy disks and other information carriers;
 - Medicines, medical equipment;
 - Photos, antiques;
 - Items and objects that cannot be restored;
 - Liquids, perfumes, alcoholic beverages.
- 37.10. Apart from the said requirements for checked-in baggage, additional restrictions may be imposed by the inspection service at the departure airport.

ARTICLE 38. UNCHECKED BAGGAGE (HAND BAGGAGE)

- 38.1. Hand baggage is a passenger's belongings carried on the aircraft with the Carrier's approval as unchecked baggage as well as items carried by the passengers the total weight, dimensions, number of pieces of which does not exceed the allowed.
- 38.2. Each passenger who has a ticket, except for children carried without a separate seat in the cabin, is permitted to have a hand baggage at no charge, the total weight, dimensions, number of pieces of which are allowed by the Carrier. In order to follow aviation security requirements, protect the life and health of passengers and crew members of aircraft, items and substances prohibited for carriage by air shall not be carried as a hand baggage.
- 38.3. The total weight of free unchecked baggage (hand baggage) for passengers should meet the following requirements:
- total weight - 7 kg;
 - maximum dimensions 56*23*36 cm;
 - number – 1 piece.
- 38.4. If a passenger has 1 piece of hand baggage that meet allowed dimensions 56*23*36 cm, but its total weight is between 7 and 10 kg, to carry it in cabin the passenger can:
- In advance, on official website/mobile application purchase “Hand Baggage Plus” service that allows to carry 1 (one) piece of hand baggage weighing up to 10 kg and generally not exceeding the size of 56*23*36 cm;

- pay for the excess weight upon arrival at the check-in desk at the departure airport at the rate set by the Carrier.
- 38.5. In case the weigh dimensions and number of pieces of hand baggage do not correspond to the allowance, the passenger is obliged to hand it over to the baggage compartment after providing payment as per rate set by the Carrier.
- 38.6. The passenger himself is obliged to take care of the items carried in the aircraft cabin.
- 38.7. Unchecked baggage (hand baggage) is carried in the aircraft cabin and placed in the overhead bin or under the seat in front of the passenger. Unchecked baggage (hand baggage) stays under the passenger's supervision throughout the entire flight.
- 38.8. In addition to the free hand baggage allowance, passenger is also allowed to carry:
- one folding stroller (maximum size when folded: 56*23*36 cm), in case the passenger travels with a child aged up to 5;
 - one infant bag.
- 38.9. Apart from the said requirements for hand baggage, additional restrictions may be imposed by the inspection service at the departure airport

ARTICLE 39. PAYMENT FOR BAGGAGE

- 39.1. All baggage carried by the passenger, including hand baggage, should be provided at check-in for the flight, which is a flight safety requirement.
- 39.2. The passenger is obliged to pay for carriage of baggage in accordance with the Carrier's fares. Payment of the excess baggage shall be made for round kilograms. The rounding shall be made as per following rules:
- -up to 500 g to the round kilogram shall be rounded downward;
 - -500 g and more to the round kilogram shall be rounded upward.
- 39.3. Child discounts shall not be applied to the baggage fare.
- 39.4. If a passenger increases the weight of baggage during his trip, the passenger is obliged to pay for carriage of baggage, which exceeds the weight of the previously paid baggage.
- 39.5. If the passenger provided baggage in larger quantity than the declared and prepaid one, such baggage is accepted for carriage on the same aircraft with the passenger only if there is free tonnage and after appropriate additional charge is paid.
- 39.6. When a passenger follows a complicated route (several connecting flights of the Carrier), the passenger himself is responsible to pick up his baggage and check it in, if necessary, provide payment for the baggage for the next flight. It is the passenger who is responsible for the consequences caused by late check-in/lack of payment for baggage carriage for connecting flights.

ARTICLE 40. ITEMS AND SUBSTANCES NOT ACCEPTED FOR CARRIAGE AS BAGGAGE

- 40.1. For the flight safety purposes, the following items and substances that can cause harm to passengers, the aircraft or property on board are not allowed for carriage as baggage:
- explosives and items filled with explosives, ammunition, illuminative substances and rockets;
 - pressurized and liquefied gas, domestic gas (butane-propane, etc.);
 - poisonous, toxic and irritating agents;
 - flammable solids and liquids;

- caustic corrosive or oxidizing materials and agents;
 - magnetized materials;
 - radioactive materials;
 - briefcases and suitcases fitted with safety devices;
 - mercury and other agents, items classified as the above agents, cargo and objects that are suspected to threaten safe carriage and can be used for arson, explosion or can threaten the life of passengers and crew members of the aircraft.
- 40.2. The list of agents and items that passengers are prohibited to carry on civil aircraft is established by the International Civil Aviation Organization (ICAO) and the laws of the Republic of Kazakhstan.
- 40.3. The following special types of baggage and cargo are not allowed for carriage:
- biological products;
 - wild animals, fur animals and reptiles (snakes);
 - large pets, poultry;
 - fish seed, bees, etc.
- The following items are also not allowed for carriage:
- items that are not acceptable for carriage as baggage due to their weight, dimensions or other characteristics at the Carrier's opinion;
 - items prohibited by laws, decrees, rules and instructions of public authorities of the Republic of Kazakhstan as well as of the country to/from or through which the carriage is arranged.

ARTICLE 41. ITEMS AND SUBSTANCES ACCEPTABLE IN LIMITED AMOUNT

- 41.1. Passengers are allowed to carry the following substances and items as baggage in limited amount and with the Carrier's permission, unless otherwise provided for by the regulations of the country to/from or through which the carriage is arranged:
1. Alcoholic beverages with a content of alcohol exceeding 24%, but not exceeding 70% by volume, in containers of no more than 5 liters, if in sealed containers intended for retail trade, as the passenger's baggage. The total net quantity of such beverages per person is 5 liters.
 2. Alcoholic beverages with a content of alcohol exceeding 24% by volume are not subject to any restrictions other than packaging restrictions.
 3. Radiation-free drugs and toiletries, including aerosols. Aerosols without any additional danger for sports or domestic purposes are only carried as checked baggage. The total net quantity of all such items carried by each person shall not exceed 2 kg or 2 liters, and the net quantity of a separate item shall not exceed 0.5 kg or 0.5 liters.
 4. Hairsprays, lacquers, colognes and medicines containing alcohol are carried only as checked baggage. The total net quantity of all such items carried by each person shall not exceed 2 kg or 2 liters, and the net quantity of a separate item shall not exceed 0.5 kg or 0.5 liters.
 5. Small cylinders with gaseous oxygen or air for medical use are accepted with required documents subject to prior permission of the Carrier.
 6. Small carbon dioxide cylinders to trigger artificial limbs, as well as spare cylinders of similar size, if necessary to provide the necessary reserves throughout the journey.

7. Baggage allowance for several persons cannot be combined into one or several pieces of baggage.
8. Dry ice of no more than 2 kg per person, when used for cooling non-hazardous perishable products, provided that gaseous carbon dioxide is able to pass through the package, carried as the carry-on baggage or checked baggage with the approval of the Carrier.
9. Impregnated matches or a personal lighter carried on their person. Lighters containing unabsorbed liquid fuel (except for liquefied gas), lighter fuel and lighter refills are not allowed for carriage.
10. Cardiac muscle stimulators or other devices on radioactive 44 isotopes, including lithium battery-powered devices implanted into the human body, or radioactive pharmaceuticals contained in the human body as a result of treatment.
11. With the Carrier's permission, wheelchairs for carriage of medical passengers or other battery-powered mobile facilities equipped with leak-proof batteries and carried as checked baggage, provided that the battery terminals are protected against short circuit and the battery is securely attached to the wheelchair or mobile facility.
12. With the Carrier's permission, wheelchairs for carriage of medical passengers or other battery-powered mobile facilities equipped with wet batteries and carried as checked baggage, provided that the wheelchair or mobile facility can only be loaded, placed, secured and unloaded in the upright position, and provided that the battery is disconnected, battery terminals are protected against short circuit and the battery is securely attached to the wheelchair or mobile facility.
13. If it is impossible to load, secure and unload the wheelchair or mobile facility only in the upright position, the battery must be removed and the wheelchair or mobile facility can then be carried without restrictions as checked baggage. The removed battery shall be carried in a safe, rigid package. This package shall prevent leakage and be proof against battery liquid. It is necessary to provide roll-over protection by fastening it to pallets or by securing in cargo compartments using the proper fasteners, retaining tapes, brackets or supports.
14. Batteries shall be protected against short circuit, fastened vertically in packaging sets and covered with a sufficient amount of compatible absorbent materials to completely absorb the liquid contained.
15. Packaging sets shall be labeled as "liquid battery, with wheelchair" or "liquid battery, with mobile facility" and shall bear a corrosion hazard marking.
16. The pilot in command should be aware of the wheelchair location for carriage of medical passengers or mobile facility with the battery installed or the location of the packaged battery.
17. It is recommended that passengers coordinate actions with each carrier beforehand. Leakage-proof batteries should be equipped, as far as possible, with ventilation plugs to prevent leakage.
18. Catalytic hair curling iron containing hydrocarbon gas, no more than one iron per person as checked baggage, provided that the heating element has a reliable protective cap. Gas refueling elements for such iron are prohibited for carriage.
19. With the Carrier's permission, a barometer or mercury thermometer only as carry-on baggage carried by a representative of the weather bureau or similar official body. The barometer or thermometer shall be packed in a safe outer packaging containing a sealed inner liner or bag of durable impermeable or puncture resistant material, proof against mercury and that prevents leakage of mercury.

20. The pilot in command should have information about the barometer or thermometer.
21. For each person no more than two small cylinders with carbon dioxide or other relevant gas, inserted into self-inflating life jacket for inflation, plus no more than two spare chargers, with the Carrier's permission.
22. With the Carrier's permission, heat-generating items, that is, battery-powered equipment such as underwater lanterns, soldering equipment capable of generating a large amount of heat and causing fire, if accidentally turned on, can only be carried as carry-on baggage. The heat-generating component or energy source must be removed to prevent unintended operation during carriage.
23. One small medical or clinical thermometer containing mercury for personal use if carried in a protective case.

Note: The list is compiled in accordance with the requirements of the Technical Instructions for the Safe Transport of Dangerous Goods by Air (DOC 9284 AN905, edition 2008–2010, ICAO).

- 41.2. The Carrier allows passengers to carry no more than 1 liter of liquids in the cabin. These liquids must be packed in containers of no more than 100 ml. Such liquids include gels, lacquers, mascara, shampoos, perfumes, colognes, creams, etc.
- 41.3. The volume of liquids allowed for carriage by passengers in the aircraft cabin may be limited by the Carrier or at the request of international organizations and competent civil aviation authorities of the Republic of Kazakhstan.
- 41.4. Transportation of Food Products:
 1. Passengers are permitted to transport food products provided that aviation security requirements, as well as sanitary, veterinary, customs, and other mandatory regulations of the state of departure, transit, and destination, are complied with.
 2. Meat, fish, dairy products, and other products of animal origin (including fresh, frozen, smoked, salted, and dried products) are accepted for carriage only in checked baggage, provided they are properly packed in hermetically sealed, moisture-resistant multi-layer packaging that prevents leakage and contamination.
 3. In international carriage, products of animal origin are accepted for transportation subject to the availability of the necessary veterinary and authorization documents in accordance with the applicable legislation.
 4. Liquid and gel-like food products (including honey, preserves, jams, and similar products) are permitted for carriage only in checked baggage, in original factory packaging with additional protective packaging provided.
 5. Other food products (including fruits, nuts, confectionery, and similar items) may be transported in carry-on baggage and/or checked baggage, provided that the established weight, size, and aviation security requirements are observed.
 6. The airline reserves the right to refuse carriage of food products that may pose a safety risk, have a strong odor, or may cause contamination or damage to passengers' property, the aircraft, or the airline's property.

ARTICLE 42. CARRIAGE OF WEAPONS AND AMMUNITION

- 42.1. Weapons, ammunition and special facilities (hereinafter – weapons) are carried in accordance with the laws of the Republic of Kazakhstan and regulations of executive public authorities developed on the basis of the laws, with the laws of other countries and international treaties of the Republic of Kazakhstan.

- 42.2. During the flight, passengers are not allowed to carry in the cabin:
- firearm, gas, pneumatic, cold steel and mechanical weapons of all types;
 - pistols, revolvers, rifles, carbines and other firearm, gas, pneumatic weapons, electric strikes and their simulators;
 - any models of weapons and dummy weapons (including children toys);
 - crossbows, fish guns, checkers, sabers, cleavers, yatagans, broadswords, swords, bayonets, daggers, cutlasses, stilettos;
 - knives: hunting, landing, Finnish, bayonet knives, knives with an ejectable blade, with lockable locks as well as household knives, regardless of their purpose;
 - explosive substances and facilities and objects filled with explosives: any gunpowder, in any package and in any quantity; live cartridges (including small-caliber); cartridges for gas weapons; capsules (hunting pistons); pyrotechnicals: signal and lighting flares; signal cartridges, landing sticks, smoke cartridges, sticks, demolition matches, sparklers, railway firecrackers; trotyl, dynamite, tritol, ammonal and other explosives; capsule — detonators, electric detonators, electric ignitors, detonating and fire-conducting cord.
- 42.3. Passengers who are employees of public authorities of the Republic of Kazakhstan have the right to carry weapons in the cabin of the Carrier's aircraft only when they are on duty. Such passengers may carry weapons with them only subject to an issued permit and while observing the laws of the country to/from or through which the carriage is arranged.
- 42.4. A prior request for a permit to carry weapons and ammunition must be sent by a passenger or a person making the booking on behalf of the passenger to the Special Services by e-mail 72 hours before departure at: special.services@flyarystan.com. The request must contain the following details:
- description and quantity of weapons;
 - model, serial and tag numbers of weapons;
 - purpose of use;
 - description and quantity of cartridges.
- 42.5. The following are allowed for carriage as checked baggage only: sporting and hunting weapons, pistols and rifles, as well as securely packed ammunition (cartridges for weapons), hazard division 1.4S (UN 0012 or UN 0014).
- 42.6. The Carrier introduces special precautions when carrying weapons and ammunition. Provides carriage of weapons as checked baggage, being unloaded, in baggage compartments isolated from passengers, in special metal containers sealed for the duration of the flight, painted in red, locked and installed at the stationary position in the baggage compartment.
- 42.7. During carriage, ammunition should be properly packed and kept separately from weapons.
- 42.8. The maximum quantity of ammunition allowed per passenger is 5 kg, no combination is allowed. If a passenger is traveling in a group in which more than one passenger are carrying the allowed quantity of ammunition per person, the ammunition must be packed in separate packages, no more than 5 kg each.
- 42.9. Gas guns are carried packed and in the passenger's baggage. No ammunition to gas guns is allowed for carriage.
- 42.10. Oversized weapons are carried in the passenger's packaging as checked baggage, in an isolated baggage compartment.
- 42.11. Upon receipt of confirmation for the carriage of weapons and ammunition, the passenger must arrive at the Aviation Security Service of the airport at least 2 hours before the departure time in order to check and ensure proper paperwork for the weapons and ammunition being carried.

- 42.12. A specified fee is charged for carriage of weapons and ammunition.
- 42.13. The passenger must have all the necessary permits and documents for carriage in accordance with the regulations of the countries of departure and arrival.
- 42.14. Weapon acceptance to transport, necessary paperwork, on board aircraft delivery at the departure airport and weapon issue at the destination airport are carried out by the Aviation Security Officer.
- 42.15. Acceptance of weapons from a passenger for temporary storage for the period of flight is documented by a report drawn up in triplicate, which is to be signed by the passenger who owns the weapon and the Aviation Security Officer. One copy of the report is signed by the Carrier as well and is kept by the Aviation Security Service (AvSS) at the departure airport, another copy is handed over to the Carrier, and the third one is given to the passenger for weapon derivation at the destination airport. The Aviation Security Officer instructs the passenger who owns the weapons on the procedure for weapon derivation at the destination airport.
- 42.16. Officers of the State Security Service of the Republic of Kazakhstan, the National Courier Service affiliated to the Republic of Kazakhstan Government, who have appropriate travel orders, are on duty, as well as military personnel and employees of other paramilitary companies who have appropriate travel orders and accompany the escorted persons, do not hand their weapons over for temporary storage for the period of flight.
- 42.17. The weapons are issued to the passenger at the destination airport by the Aviation Security Officer upon presentation by the passenger who owns the weapons the third copy of the report, his/her identity document, a carrying and keeping of weapon document, and, where necessary, a required Kazakhstan weapon import/export permit.
- 42.18. Weapons unclaimed by the passenger at the destination airport are handed over by the Aviation Security Officer to the internal affairs agencies.
- 42.19. In addition to these Rules of the Carrier, the customs regulations of the destination country must always be strictly followed.

ARTICLE 43. CARRIAGE OF SPECIAL BAGGAGE

- 42.1. Binoculars, receivers and radio transmitters, photo and film equipment are accepted for carriage only if packed in suitcases or boxes. Passengers are not allowed to use them while on board. Batteries, except stationary ones, should be removed from radio equipment.
- 42.2. The passenger is not allowed to use the transistor receiver and other electronic devices during the flight, except for the hearing kit, cardiac equipment, electronic alarm clock, calculator, laptop, portable tape recorder (player) and typewriter.
- 42.3. Fragile items requiring special precautions during carriage or special storage conditions (portable tape recorders, receivers, TV receivers, crystalware, porcelain items, diplomatic mail, etc.). Items not exceeding the dimensions of carry-on baggage are allowed for carriage by the passenger in the cabin subject to mandatory presentation for inspection, by agreement with the Carrier and depending on physical capacity. These items are accepted for carriage as baggage only in a safe package and provided that the Carrier is not responsible for their safety.

ARTICLE 44. CARRIAGE OF ANIMALS AND BIRDS

- 44.1. Transportable animals are accepted for carriage (visit www.flyarystan.com) only when accompanied by adult passengers and with the prior consent of the Carrier. A request for

- carriage of an animal shall be sent to Special Services at special.services@flyarystan.com no later than 24 hours before the flight departure.
- 44.2. The passenger must present a certificate issued by an authorized public institution and other documents required by the veterinary authorities of any country to/from or through which the carriage is arranged.
 - 44.3. For carriage of animals, the Passenger shall provide a container/cage of adequate size enabling air access.
 - 44.4. The bottom of the container/cage shall be waterproof and covered with absorbent material.
 - 44.5. As an exception, carriage of animals and birds is allowed in firmly closed baskets, boxes with air access.
 - 44.6. Animals are accepted for carriage provided that the passenger is solely responsible for them. The Carrier is not responsible for injuries, loss, delay in delivery, illness or death of such animals as well as in case of refusal to import or transport them to/through a country.
 - 44.7. The passenger is obliged to comply with all requirements of the Carrier and to compensate the Carrier for losses and additional costs that may arise during carriage of an animal/bird.
 - 44.8. Test animals are not allowed for carriage.
 - 44.9. The weight of accompanied animals, including the weight of containers (cages) and food, is subject to payment at the fare set by the Carrier's regulations.
 - 44.10. If the weight of an animal with a cage exceeds 8 kg, such animal should be carried only as checked baggage in the isolated baggage compartment of the aircraft.
 - 44.11. Birds allowed for carriage are accepted only as cargo with an air waybill issued.
 - 44.12. Guide dogs accompanying passengers with sight/hearing disability are carried in the aircraft cabin at no additional charge in excess of the baggage allowance provided that the dog is appropriately trained, which is evidenced by a certificate, and provided that the dog has a collar and muzzle and is tied to the seat at the feet of the owner.

ARTICLE 45. CARRIAGE OF OVERSIZED BAGGAGE

- 45.1. Oversized baggage is a piece of baggage with 3 dimensions in total exceeding 158 cubic centimeters and/or with the weight exceeding 32 kg. Oversized baggage is accepted for carriage by prior agreement with the Carrier.
- 45.2. The passenger who intends to carry oversized baggage is obliged to notify the Carrier to that effect when booking or when purchasing a ticket.
- 45.3. Payment for carriage of oversized baggage is made as per the baggage rates set by the Carrier.
- 45.4. Oversized baggage is accepted for carriage provided that the dimensions of loading hatches and baggage/cargo compartments of the aircraft allow loading and unloading and placement of such baggage on board.
- 45.5. Oversized baggage shall be equipped with a fastener to secure it during delivery to/from the aircraft and on board.
- 45.6. The Carrier may refuse to carry oversized baggage if it does not meet the said requirements.

ARTICLE 46. CARRIAGE OF BAGGAGE IN A PASSENGER CABIN

- 46.1. Baggage requiring special precautions (musical instrument, crystalware and porcelain items, etc.) is allowed for carriage in the cabin.

- 46.2. Carriage of baggage in a passenger cabin is agreed with the Carrier beforehand. After the consent for carriage of baggage in the cabin is obtained, a separate ticket is issued for this carriage, the cost of which is 100% of the available fare.
- 46.3. The weight of baggage carried in the cabin shall not exceed 32 kg, and the overall dimensions shall allow it to be placed on a separate passenger seat.
- 46.4. The packaging of baggage carried in the cabin shall be fitted with a fastener to secure it to the passenger seat. The Passenger is responsible for loading the baggage on board and unloading it.
- 46.5. Baggage carried in the cabin shall be inspected for aviation security before being loaded on board.

ARTICLE 47. DIPLOMATIC BAGGAGE

- 47.1. Diplomatic baggage (mail) accompanied by a diplomatic courier is allowed for carriage in the passenger cabin of the aircraft. It is registered as unchecked baggage separately from the personal baggage of the diplomatic courier and can be placed on passenger seats not occupied by passengers (no more than 32 kg per seat).
- 47.2. An additional (extra) seat onboard is purchased in accordance with the the Carrier's fares.
- 47.3. Diplomatic baggage (mail) handed over to care of the Carrier (valise) is carried in accordance with the terms and conditions of special agreements between the Carrier and clients, and where there are no such agreements, in accordance with the Carrier's rules and instructions.

ARTICLE 48. BAGGAGE PACKING

- 48.1. Items transported as baggage must be packed in suitcases, bags, bundles and other similar packaging with carrying handles. Crates, boxes, baskets must be tied and fit for carrying. Locks must be serviceable and locked. Covers, bottoms and walls must be free of gaps and tight-fitted. Ropes or straps must be strong and knotless.
- 48.2. Suitcases, bags, briefcases, baskets without lock must be specially wrapped and protected against access to their contents. Packaging of checked baggage must ensure safekeeping of the contents under normal handling conditions during all carriage operations.
- 48.3. Baggage packaging with protruding objects (nails, ends of edged metal tapes, wire, etc.) is not allowed for carriage.
- 48.4. The Carrier may refuse to accept baggage, if the baggage is not packaged in a way that ensures its safekeeping.
- 48.5. The passenger is responsible for baggage packing.
- 48.6. Passengers are recommended to have inside and outside identification labels with the passenger's details.
- 48.7. The passenger shall not put fragile and perishable items, currency notes, jewelry, precious metals, silverware, bonds, securities or other valuables, business documents, passports, identity cards, medicines, keys and other similar items in the checked baggage.

ARTICLE 49. BAGGAGE CLAIM

- 49.1. The passenger is obliged to claim his/her checked baggage after it is delivered by the Carrier for collection at the destination point.

- 49.2. In the baggage pick-up area of the destination point, the passenger is obliged to identify his/her baggage and take it from the baggage carousel. The Carrier or its authorized agent is not obliged to check whether the holder of the baggage check and tear-off coupon of the baggage tag has the right to claim the baggage, and is not responsible for damage or expenses incurred by the passenger as a result of baggage delivery without such check.
- 49.3. Baggage is claimed at the airport, to which it was accepted for carriage, except where the passenger was removed from the flight at an intermediate airport.
- 49.4. Claim of baggage by the passenger who has a tear-off coupon of the baggage tag without any complaint made in writing confirms safe delivery of the baggage in accordance with the contract of carriage.
- 49.5. In each case of delay in the delivery of baggage, its shortage, damage or loss, as well as if the baggage is claimed without a baggage receipt or tear-off coupon of the numbered baggage tag, a property irregularity report (PIR) is drawn up and signed by the Carrier's representative and the passenger before the latter leaves the airport premises.
- 49.6. In case of shortage of or damage to baggage, a representative of the airport where the property irregularities are detected is obliged to draw up a property irregularity report (PIR) in the prescribed form, which is to be signed by the Carrier, airport and passenger.
- 49.7. All complaints regarding the baggage claimed by the passenger are accepted by the Carrier strictly subject to availability of the issued PIR.

ARTICLE 50. BAGGAGE STORAGE AND DISPOSAL

- 50.1. Undocumented baggage, i.e. baggage which has no baggage tag and whose owner is unknown, is subject to storage for 5 days at the airport where it was unloaded from the aircraft. During this period the Carrier takes measures to find the baggage owner. Upon expiry of the said period, unclaimed baggage must be sent to the central station of the Carrier for further storage.
- 50.2. Unclaimed baggage is stored by the Carrier for six months from the date of delivery. Upon expiry of the said period, unclaimed baggage is subject to disposal.
- 50.3. Perishable products in unclaimed baggage are subject to disposal if spoiled. Impossibility of their further storage is evidenced by a certificate of spoilage.

ARTICLE 51. LEFT, FORGOTTEN OR MISHANDLED BAGGAGE

- 51.1. If a passenger who arrived at the destination point did not claim his/her checked baggage, immediately contacted the baggage tracing department - Lost & Found, before leaving the arrivals area and reported about it, the Carrier or servicing agent shall take all measures to search for the baggage.
- 51.2. Left, forgotten or mishandled baggage the carriage whereof was paid as per the applicable baggage rate shall be sent to the destination airport at no additional charge.
- 51.3. Tracing of delayed baggage is done within 21 days from the date of the application submission from a passenger. If after 21 days the baggage is not found, a passenger may submit a written claim to the carrier. You can send a claim for a reimbursement of expenses related to baggage loss to the following e-mail address: customer.relations@flyarystan.com.

ARTICLE 52. DAMAGED BAGGAGE

- 52.1 If upon receipt of your baggage at the airport you find that baggage is damaged, please

immediately contact the Lost & Found department to record the fact of the damage of your baggage and help with baggage damages claim submission.

52.2 Send the claim indicating the amount of baggage damage caused to customer.relations@flyarystan.com together with documents below:

- A written claim indicating the amount of baggage damage
- A Baggage tag
- An Identity document
- Property Irregularity Report (PIR)

ARTICLE 53. LIMITATION OF THE CARRIER'S LIABILITY FOR CHECKED-IN BAGGAGE

- 53.1. In the event of loss or damage to baggage, the Carrier is liable for the cost of the lost or damaged baggage. If it is impossible to determine the value of the lost or damaged baggage, the Carrier's liability does not exceed US \$ 20.00 (at the exchange rate of the National Bank of the Republic of Kazakhstan on the day of payment) for 1 (one) kilogram of lost or damaged checked baggage.
- 53.2. On the international carriage a liability of the carrier is determined in accordance with provisions of the "Convention for the unification of certain rules of international carriage by air (Montreal, 28 may 1999)" or "Convention for the unification of certain rules for international carriage by air (Warsaw, 12 Oct 1929)", according to the rules of implement established by the International Agreements.

CHAPTER 7. LIABILITY UNDER THE CONTRACT OF CARRIAGE AND DISPUTE RESOLUTION

ARTICLE 54. LIMIT OF THE CARRIER'S LIABILITY

- 54.1. The Air Company's liability for carriages performed by the Air Company in the territory of Republic of Kazakhstan shall be governed by the effective within the RoK territory statutory instruments, the Air Company's Rules for passenger air carriage and additional services.
- 54.2. The Air Company's liability shall not exceed the amount of actually incurred direct documentarily proven damages/losses.
- 54.3. The Air Company shall not be held liable and shall not compensate for damages occurred directly or indirectly due either to the Air Company's observing the laws, orders, rules and decrees of public authorities and these rules, or to their non-observing by the Passenger.
- 54.4. The Air Company shall not be held liable for the damage occurred not at the Air Company's fault or due to any reason beyond its control (including: act of God, weather conditions, act of illegal disturbance, requirements by public authorities and etc.)
- 54.5. The Air Company shall not be held liable if inflicting the harm on the Passenger's life or health occurred resulting from the Passenger's health condition.
- 54.6. The Carrier is not responsible for the safety of the passenger's belongings
- 54.7. The Air Company shall be released of the liability if proves the loss, shortage or damage to the baggage occurred due to the circumstance that could not be prevented by it or the removal of which was beyond its control, namely, due to:
- fault of the person who checked-in or received the baggage;
 - natural features of the items being carried;
 - defects in package that could not be seen when visual inspection of the baggage being accepted;
 - special features of the items or substances in the baggage requiring special conditions or precautions while being carried and stored.
- 54.8. The Air Company is not held liable in the following cases:
- in cases of minor damages to the checked-in baggage, i.e. for broken rollers, lost fastening straps, handle of bags torn off, as well as scratches, cracks, scuffs, bents, cuts, impurities occurred resulted from tearing up, due to long operation of the baggage;
 - for damage of the baggage being carried and/or shortage of the weight of the baggage being carried in case of its arrival and passing to the Passenger in a proper package, without any signs of stealing and damaging of the package, unless the Passenger proves that the damage and/or shortage of the baggage took place at the Air Company's fault;
 - for delayed delivery of the baggage due to the circumstances beyond the Air Company's control, particularly, due to unfavorable weather conditions, act of God, disturbance to the carriage process by the person not so authorized and other force majeure;
 - for specific features of items or substances included in baggage which require special conditions or precautionary measures during their carriage and storage
 - for damage of fragile and perishable items, for money, jewelry;
 - precious metals, items made of silver, valuable and business papers, medications, keys, passports and identity cards and other items not being accepted as the checked-in baggage regardless whether the Air Company is aware of their presence in the baggage or not;

- 54.9 The Air Company shall not be held liable for providing connections between the own flights and the flights by another air companies.
- 54.10 The departure and arrival times as stated in the schedule and in the ticket, type of airplane shall not be guaranteed by the Air Company and shall not be the term of the carriage agreement.
- 54.11 The Air Company shall take all possible actions to carry the Passenger and the baggage according to the schedule.
- 54.12 If it is impossible to confirm the contents and/or cost of the lost baggage, the Carrier is held liable to the extent equivalent to one monthly calculation index per kilogram of lost checked baggage (as of the date of the payment decision).

ARTICLE 55. PASSENGER'S LIABILITY

- 55.1. If the Carrier incurs damage due to the fault of a Passenger, Passenger must bear financial liability to the extent of caused damage and proven loss of profit.
- 55.2. Passenger shall be held liable for the following:
- Rules of Carriage (photographing, filming and use of radio facilities, etc.);
 - fire safety, sanitary and antiepidemic rules;
 - flight safety rules (attempt to open a door, access door of an aircraft; refusal to fasten seat belts, smoking outside a specially allotted area, etc.)
- 55.3. Passenger shall be held liable for violation of public order in airport terminals and city agencies, airports, aerodromes and aboard aircraft, including he shall be held liable for any illegal actions against other passengers and personnel of the Carrier.
- 55.4. Extent of administrative and criminal liability shall be determined subject to the laws of the Republic of Kazakhstan or laws of a country of stay.
- 55.5. When using a ticket paid by card, the passenger guarantees that such payment is legal. If the payment is refunded as it is challenged by the card holder, the passenger is responsible for the damage caused to the Carrier and undertakes to pay the price of the used ticket and costs related to the refund.
- 55.6. If the Carrier is subject to penalties in view of the passenger's non-compliance with visa rules, migration requirements and other laws of the country to/from and through which the flight follows, the passenger undertakes to recover the resulting damage and the costs incurred.
- 55.7. If the passenger is refused entry to the country, the passenger is obliged to pay the price of the ticket issued by the Carrier for the return flight at the applicable fare.
- 55.8. The passenger shall bear financial liability in case of damage caused to the Carrier due to the presence of items and agents prohibited for carriage in his/her carry-on baggage or checked baggage.

ARTICLE 56. CLAIM AND ACTION PROCEDURE

- 56.1. Before filing of an action against the Air Company for the disputes related to the carriage there shall be necessary to file a claim to the Air Company
- 56.2. Claims and claims of passengers against the Carrier may be filed within two years.
- 56.3. Should the claim has been rejected or the reply has not been received within the set period, then the claimer shall have the right to file an action

- 56.4 The circumstance and the fact which may be the ground for filing a claim by the victim and correspondingly for material liability of the Air Company, the passengers, senders and receivers of the baggage shall be verified by a record. (PIR).
- 56.5 In case of of delayed baggage delivery, its shortage, damage or loss, as well as in case of issuance of the baggage without presenting a baggage voucher and the tear-off coupon of the baggage numbered label, there shall be drawn up a record on failure in carriage to be signed by the person receiving the baggage and the air company.
- 56.6 The record (PIR) shall be immediately drawn up when identifying the fact of failure of the baggage carriage .
- 56.7 If any baggage irregularities for which PIR has been drawn up before are found in the intermediary or destination point and there is no difference between the condition of baggage and the data contained in the PIR, no new PIR is drawn up and a note is made in a copy of the earlier PIR that no changes occurred in the condition of the baggage. Such note in the PIR is verified by the signature of the Airline's officer.
- 56.8 A claim for the baggage damage shall be filed by the passenger on international flights immediately after revealing the damage but no later than 7 days, and the claim for delayed baggage delivery shall be filed no later than 21 days.
On domestic flights made by the Air Company the claim in case of not receiving the baggage, its damage, or shortage of the content, shall be filed to the Air Company immediately upon revealing the failure.
- 56.9 If no claim is submitted within the above said period, no legal action can be taken against the Airline.
- 56.10 Baggage shall be deemed lost if not found when tracing during 21 days following the day the baggage should have arrived to the destination point.
- 56.11 The passenger or his/her authorized person has the right to submit a claim to and to take a legal action against the Airline on presentation of the passenger ticket, baggage receipt and PIR. The right to file a claim and an action against the Air Company shall be granted to the Passenger or the person authorized by the Passenger upon presenting the passenger ticket, the baggage voucher and the record (PIR).
Absence of the record shall not deprive of the right to file a claim or the right to deprive of filing an action if it is proven, provided the Air Company representatives denied drawing up the record.
- 56.12 The Airline is obliged to study a claim within statutory deadlines after it is submitted and notify in writing the passenger, consignor or consignee of satisfaction or rejection of the claim, if the carriage is fully effected by its flights. In other cases, the time for consideration of a claim can be extended subject to the existing rules of claim handling of other carriers.
- 56.13 When drawing up a claim there shall be taken into account:
- in case of loss or shortage of the baggage the carriage of which has been paid, the Air Company shall, together with the compensation payment, return the payment charged for its carriage;
 - in cases when the baggage package has been damaged due to the Air Company's fault the Air Company shall compensate the Passenger for the package cost;
 - if the Passenger received only a part of the checked-in baggage or the damage caused to a part of the checked-in baggage, then the Air Company's liability shall be determined based on the weight of the baggage part lost or damaged. However, when the loss, shortage, damage or delayed delivery of the part of the checked-in baggage affects the cost of other

baggage pieces included into the same baggage voucher then when determining the sum of compensation there shall be taking into account their common weight.

56.14 The claim being filed shall be in writing and contain all the information required for the claim considering.

A claim from an individual shall state:

- the name of the Carrier a claim is filed against;
- the claimer's name, patronymic and surname, postal address, personal email address;
- circumstances being the ground for the claim, content of the claim;
- amount of sum of payment under the claim, its calculation confirmed by corresponding documents (voucher, bills, cheques and etc.);
- list of documents attached to the application.

The claim shall be signed by the applicant or certified with an electronic digital signature.

Copies of documents verifying the claimer's identity shall be attached to the claim.

The claim submitted by a legal entity shall contain:

- the name of the Carrier a claim is filed against;
- the claiming legal entity's name, postal address, reference number and date
- circumstances being the ground for the claim, content of the claim;
- amount of payment under the claim, its calculation confirmed by corresponding documents (voucher, bills, cheques and etc.);
- list of documents attached to the application.

The claim shall be signed by the claiming legal entity head or the authorized person (representative) or certified by electronic digital signature.

56.15 For the purpose of not disclosing the information regarding the Passenger's flights to the third parties, presence of electronic signature shall be necessarily required when filing an electronic claim against the Carrier.

56.16 The claim shall be accompanied with all required documents confirming the passenger's right to claim for damages, including the ticket, excess baggage receipt, tear-off coupon of the baggage tag, Property Irregularity Report, etc.

The amount claimed shall be proved by the claimer.

56.17 Should the claim be presented without listed documents attached then the Air Company shall additionally request for the required documents specifying the term for their presenting, and upon expiration of the stated term the claim shall be considered based on the available documents.

56.18 The passenger's acceptance of the compensation offered by the Carrier both in cash and in the form of air ticket discounts, discount certificates, etc., confirms the Carrier's fulfillment of the obligation to pay for the damage.

56.19 In case of partial satisfaction or rejection of the claim, the Air Company shall state in its reply the reason on which it has accepted such decision referring to the corresponding statutory instruments and clauses hereof. In these cases the Air Company shall return to the claimer all original documents attached to the claim.

56.20 The carrier refuses to consider claims made by phone and email. Any claim must be in writing and sent to the following address: Zakarpatskaya 4A, Almaty, Republic of Kazakhstan.

56.21 Claims against the Carrier arising from these Regulations / Contract of carriage, passengers, baggage or cargo are brought to court at the location of the carrier.