



# **RULES FOR THE CARRIAGE OF PASSENGERS AND BAGGAGE**

**FKG-ML-GRH-06.1.24**

**Tashkent city**

## CONTENT

CONTENT	2
LIST OF CURRENT PAGES.	5
List of holders	7
CHAPTER 1. MAIN PART	14
1.1. GENERAL PROVISIONS	14
1.2. RELATIONSHIP WITH LEGISLATION	14
1.3. CHANGING THE RULES	15
CHAPTER 2. CONDITIONS OF AIR CARRIAGE OF PASSENGERS AND BAGGAGE	16
GENERAL PROVISIONS	16
2.1. CONTRACT FOR THE AIR CARRIAGE OF PASSENGERS AND BAGGAGE	16
2.2. TRANSPORTATION DOCUMENTATION	16
2.3. PERFORMANCE OF AIR TRANSPORTATION	17
2.4. TRANSPORTATION ROUTE, CHANGE OF ROUTE, DEPARTURE DATE AND TIME	18
2.5. PROVISION OF SERVICES AND INFORMATION	19
2.6. BOOKING CAPACITY ON AN AIRCRAFT	21
2.7. PASSENGER AND BAGGAGE INFORMATION	22
2.8. RATES, TAXES, FEES AND DISCOUNTS	23
CHAPTER 3. PASSENGER TRANSPORTATION	26
3.1. DOCUMENTS: PASSENGER TICKET AND BAGGAGE RECEIPT	26
3.2. INVALID PASSENGER TICKET	28
3.3. VALIDITY OF PASSENGER TICKET	29
3.4. REGISTRATION OF TICKETS AND CHECKING IN PASSENGERS' BAGGAGE FOR TRANSPORTATION	29
3.5. PRE-FLIGHT FORMALITIES	31
3.6. PASSENGER SERVICE ON BOARD THE AIRCRAFT	31
3.7. TRANSPORTATION OF CHILDREN	32
3.7.1. TRANSPORTATION OF CHILDREN IN AN ESCORT	32
3.7.2. TRANSPORTATION OF UNACCOMPANIED CHILDREN.	33
3.7.3. SERVICE FOR UNACCOMPANIED CHILDREN AT THE ORIGINAL PORT OF DEPARTURE.	34
3.7.4. SERVICE FOR UNACCOMPANIED CHILDREN AT DESTINATION.	35
3.8. TRANSPORTATION OF DISABLED, ELDERLY AND SICK PASSENGERS.	35
3.9. PASSENGER TRANSPORTATION WITH LACK OF VISION, HEARING.	36
3.10. TRANSPORTATION OF PREGNANT WOMEN AND NEWBORN BABIES.	37
3.11. TRANSPORTATION OF DEPORTED PASSENGERS AND PASSENGERS WHO HAVE BEEN DENIED ENTRY INTO THE TERRITORY OF A FOREIGN STATE OR INTO THE REPUBLIC OF UZBEKISTAN.	37
3.12. TRANSPORTATION OF OFFICIALS.	38
3.13. TRANSPORTATION OF EMPLOYEES OF THE STATE COURIER SERVICE UNDER THE GOVERNMENT OF THE REPUBLIC OF UZBEKISTAN IN THE PERFORMANCE OF OFFICIAL DUTIES.	38
3.14. TRANSPORTATION OF TRANSIT AND TRANSFER PASSENGERS.	38
3.15. PASSENGER TRANSPORTATION BUSINESS CLASS.	39
3.16. PASSENGER TRANSPORTATION, TRAVELING ON SERVICE TICKETS.	39

3.17. PROVIDING ADDITIONAL SEATS TO PASSENGERS.	40
3.18. TRANSPORTATION OF DIPLOMATIC COURIERS	40
3.19. RECOMMENDED SEATS IN THE CABIN OF THE AIRCRAFT FOR ACCOMMODATION OF SPECIAL CATEGORY PASSENGERS.	40
3.20. TRANSPORTATION UNDER CONVOY	41
CHAPTER 4. LUGGAGE TRANSPORTATION	42
4.1. GENERAL REQUIREMENTS	42
4.2. FREE BAGGAGE ALLOWANCE	42
4.3. CHECKED BAGGAGE	44
4.4. ITEMS LOCATED WITH THE PASSENGER (HANDBAGGAGE)	46
4.5. EXCESS, HEAVY AND OVERSIZED BAGGAGE	46
4.6. DOCUMENTS FOR PAYMENT OF EXCESS BAGGAGE	47
4.7. LUGGAGE TRANSPORTATION WITH ADDITIONAL SEATS IN THE AIRCRAFT CABIN	47
4.8. REQUIREMENTS FOR THE CONTENTS OF BAGGAGE AND HAND LUGGAGE	48
4.9. TRANSPORTATION OF WEAPONS AND AMMUNITION.	50
4.10. TRANSPORTATION OF PETS AND BIRDS	52
4.11. LUGGAGE PACKING	54
4.12. BAGGAGE CLAIM	54
4.13. STORAGE, SEARCH AND SALE OF BAGGAGE	55
4.14. TRANSPORTATION OF QUARANTINED PRODUCTS AS BAGGAGE	57
4.15. TRANSPORTATION OF SMALL-SIZED SELF-PROPELLED DEVICES EQUIPPED WITH LITHIUM BATTERIES.	57
4.16. DECLARATION OF VALUE OF BAGGAGE	58
4.17. PROCESSING EXCESS UNREGISTERED BAGGAGE	58
4.18. REGISTRATION OF WHEELCHAIRS OR INDIVIDUAL MEANS OF TRANSPORTATION USED BY PASSENGERS FROM AMONG DISABLED PASSENGERS AND OTHER PERSONS WITH DISABILITIES AFTER CHECK-IN UNTIL BOARDING THE AIRCRAFT	59
4.19. REGISTRATION OF CHILDREN'S STROLLERS USED BY PASSENGERS AFTER CHECK-IN BEFORE BOARDING THE AIRCRAFT FOR TRANSPORTATION.	60
CHAPTER 5. ADMINISTRATIVE FORMALITIES	61
5.1. GENERAL REQUIREMENTS	61
5.2. PAYMENT OF FINES AND OTHER EXPENSES	61
CHAPTER 6. LIABILITY INSURANCE	63
CHAPTER 7. REFUND FOR UNPERFORMED TRANSPORTATION	64
7.1. GENERAL REQUIREMENTS	64
7.2. PERSONS ENTITLED TO A REFUND OF THE COST OF UNPERFORMED TRANSPORTATION	64
7.3. REFUND OF PAYMENT AMOUNTS	64
CHAPTER 8. POWERS	66
8.1. POWERS OF LLC «FLY KHIVA GROUP»	66
8.2. PASSENGER'S POWERS	66
CHAPTER 9. RESPONSIBILITY	67
9.1. GENERAL REQUIREMENTS	67
9.2. RESPONSIBILITY OF LLC «FLY KHIVA GROUP» FOR CAUSING HARM TO THE LIFE OR HEALTH OF A PASSENGER.	67

9.3. RESPONSIBILITY OF LLC «FLY KHIVA GROUP» FOR LOSS, SHORTAGE, INJURY (DAMAGE) TO BAGGAGE, AS WELL AS THINGS LOCATED WITH THE PASSENGER	67
9.4. THE AMOUNT OF LIABILITY OF LLC «FLY KHIVA GROUP» FOR LOSS, SHORTAGE, INJURY (DAMAGE) TO BAGGAGE, AS WELL AS THINGS LOCATED WITH THE PASSENGER	68
9.5. RESPONSIBILITY OF LLC «FLY KHIVA GROUP» FOR DELAY IN DELIVERY OF PASSENGER, BAGGAGE, CARGO	68
9.6. PASSENGER RESPONSIBILITY	68
9.7. LEGAL REGULATIONS FOR AIR TRANSPORTATION OF PASSENGERS	70
9.8. RULES OF CONDUCT FOR PASSENGERS WHEN PREPARING FOR FLIGHT AND ON BOARD THE AIRCRAFT	70
CHAPTER 10. PROCEDURE FOR FILED CLAIMS, CLAIMS, AND SUITS	72
10.1. GENERAL REQUIREMENTS	72
10.2. PERSONS ENTITLED TO MAKE CLAIMS IN CASE OF BREACH OF THE CONTRACT FOR THE AIR CARRIAGE OF PASSENGERS AND BAGGAGE	72
10.3. TIME LIMIT FOR FILE A CLAIM AGAINST LLC «FLY KHIVA GROUP»	72
10.4. PROCEDURE FOR FILE A CLAIM	73
<i>Application № 1</i>	75
<i>Application № 2</i>	76
<i>Application № 3</i>	77
Document Study Sheet	79

#### Normative references

- ICAO regulatory documents.
- Convention for the Suppression of Unlawful Acts against the Safety of Civil Aviation (Montreal, 1971).
- Convention for the Unification of Certain Rules for International Carriage by Air (Montreal Convention, 1999).
- "Air Code of the Republic of Uzbekistan" (hereinafter - AC RUz).
- Aviation rules of the RUz and other legislative acts of the RUz

#### Термины, определения, обозначения и аббревиатуры

**LLC** – Limited Liability Company.

**BCC** - baggage/cargo compartment

**ALR** - Air laws regulations

**AC** - aircraft

**NCS** - National Courier Service

**MinTrans** - Ministry of Transport

**UNO** - United Nations Organization

**RUz** - Republic of Uzbekistan

**ASSS** - Aviation Safety and Security Service

**LS** - load sheet

**PNL** - Passenger Name List – a telegram containing data from the reservation system about passengers on a particular flight, booking classes, numbers of transportation document forms, special service notes and other related information.

**AVIATION SECURITY** – the state of security of aviation from unlawful interference in activities in the field of aviation.

**ACT OF ILLEGAL INTERFERENCE** – unlawful violent actions or the threat of such actions by a person (group of persons) towards an aircraft, passengers, crew members, airport facilities and ground

personnel, creating a threat to flight safety, life and health of people.

**CARGO TRANSPORTATION MALFUNCTION ACT** – a document issued by the Carrier or Service Organization immediately upon detection of damage caused to the cargo.

**LLC «FLY KHIVA GROUP»** – an Operator holding Licenses for the performance of works and services on the implementation of scheduled and irregular (charter) air transportation of passengers and cargo.

**AIRPORT (PASSENGER TERMINAL)** – a complex of structures designed to service departing and arriving passengers.

**AIRPORT** – a complex of structures, including an airfield, an air terminal and other structures, designed to receive and dispatch aircraft, service air transportation and having the necessary equipment, aviation personnel and other workers for these purposes.

**AIRPORT (POINT) OF DESTINATION** – an airport (point) to which a passenger or baggage must be delivered in accordance with the air transportation agreement.

**AIRPORT (POINT) OF TRANSFER** – an intermediate airport (point) indicated in the ticket, where, in accordance with the air carriage agreement, the passenger makes a transfer from one flight to another for further travel along the transportation route.

**AIRPORT (POINT) OF STOPPING** – an intermediate airport (point) of the route, where the passenger, in accordance with the air carriage agreement, interrupts the flight for 24 hours or more.

**AIRPORT (POINT) OF DEPARTURE** – an airport (point) from which, in accordance with the air carriage agreement, the transportation begins.

**BAGGAGE** – personal belongings of the passenger, transported on the aircraft by agreement with the Carrier on the basis of the air carriage agreement. The term "baggage" means both checked and unchecked baggage.

**CHECKED BAGGAGE** – passenger baggage accepted by the Carrier for carriage under its responsibility, upon check-in of which the passenger is issued a tear-off coupon of a numbered baggage tag, the other part of the numbered baggage tag is attached to each piece of accepted baggage.

**BAGGAGE TAG** – a document issued by the Carrier solely for the identification (recognition) of the passenger's checked baggage.

**BAGGAGE LIST** – a document certifying the acceptance and delivery of checked baggage to persons who bear responsibility for its safety.

**DEFECTIVE BAGGAGE** – baggage that has been damaged as a result of air carriage or as a result of handling.

**UNCLAIMED BAGGAGE** – baggage that has arrived at the airport (point) of destination indicated on the baggage tag and has not been received by the passenger.

**UNCHECKED BAGGAGE (HANDBAGGAGE)** – passenger baggage, other than checked baggage, marked with unnumbered “hand baggage” tags, carried in the aircraft cabin with the consent of the Carrier in the passenger’s company.

**PAID BAGGAGE (EXCESS PERMIT)** – that portion of baggage that exceeds the free baggage allowance established by the carrier, or requires mandatory payment regardless of the specified allowance.

**DECLARED VALUE BAGGAGE** – the value of baggage declared to the Carrier by the passenger in order to determine the limit of liability for loss, damage or delay in delivery. A fee is charged for the carriage of this baggage, the amount of which is set by the Carrier.

**FLIGHT SAFETY** – a comprehensive characteristic of air transport and aviation operations that determines the ability to perform flights without threat to human life and health.

**HAND LUGGAGE TAG** – a document issued by the Carrier to identify the passenger's unchecked baggage.

**LIMITED RELEASE TAG** – a distinctive "Limited responsibility" baggage tag for marking each piece of baggage accepted for carriage with the consent of LLC «FLY KHIVA GROUP» with the limited capacity of the Carrier.

**STRICT ACCOUNTABILITY FORM (SRF)** – shipping and payment documents approved and registered in accordance with the established procedure, which are the property of the carrier, issued by the carrier or its authorized agent, and include passenger air tickets, paid baggage receipts (PBR), miscellaneous charges orders (MCO), etc.

**AMMUNITION** – weapons designed to hit a target and containing an explosive, propelling, pyrotechnic or expelling charge or a combination thereof.

**BOOKING (RESERVATION)** – preliminary allocation of a seat on an aircraft for a certain period of time for a passenger on a certain flight and date, or preliminary allocation of the volume and tonnage for the carriage of baggage and cargo on an aircraft.

**DOMESTIC AIR TRANSPORTATION** – air transportation in which the point of departure, point of destination and all landing points are located on the territory of the Republic of Uzbekistan.

**REFUND** – payment to a passenger or the consignor of cargo, or a person authorized by him of part or the entire cost of air transportation or services that were previously paid for by him, but not used or not used in full.

**AIR TRANSPORTATION** – passenger transportation, baggage, cargo and mail on an aircraft on the basis of and in accordance with the terms of the air transportation agreement.

**AIRCRAFT** – an aircraft supported in the atmosphere due to interaction with air, other than interaction with air reflected from the surface of the earth or water.

**ADULT PASSENGER** – a person who has reached the age of 12.

**AIR CARRIAGE CONTRACT** – a carriage contract concluded between LLC «FLY KHIVA GROUP» and a passenger under the terms and conditions set forth in these Rules.

**AIRCRAFT CHARTER AGREEMENT (CHARTER AGREEMENT)** – an agreement under which one party (the charterer) undertakes to provide the other party (the charterer) for a fee for the performance of one or more flights one or more aircraft, or part of one aircraft for the carriage of passengers, baggage and cargo.

**INSPECTION** – a set of actions carried out by authorized persons for the purpose of ensuring security in relation to passengers and baggage using technical and other means designed to detect weapons, explosives and other dangerous devices that can be used to carry out an act of illegal interference. Preliminary inspection is carried out at the entrance groups of the airport terminal. Pre-flight inspection is carried out after passenger registration, sanitary and quarantine, veterinary, phytosanitary control, and in the case of international flights, in addition - after border, customs, immigration and other controls.

**LOADING OF THE AIRCRAFT** - placement of passengers in the aircraft cabins, baggage, cargo, mail, ballast in the BCC, fuel in the aircraft tanks in accordance with the centering schedule, loading diagram, and summary load sheet.

**DISABLED PERSON** - any person whose ability to move when using transport is limited due to physical disabilities (functional impairment of the senses or movement), mental retardation, age, illness or for any other reason caused by functional disorders, and whose situation requires special attention and adaptation to the needs of such person of the types of services provided to all passengers (Application 9 to the Chicago Convention).

**CABIN CREW** – crew members (instructors, flight attendants, senior flight attendants and flight attendants) who, in the interests of flight safety, perform duties assigned to them by the carrier or aircraft commander, but who are not members of the flight crew.

**PAID BAGGAGE RECEIPT** – a document certifying payment for the carriage of baggage in excess of the free baggage allowance established for the relevant class of service indicated on the relevant flight coupon of the ticket (itinerary/receipt), or items the carriage of which is subject to mandatory payment.

**SERVICE CLASS** – the scope of services and level of comfort provided to passengers in accordance with the air carriage agreement.

**CODE-SHARING (CODE-SHARE)** – an agreement on the joint commercial operation of an air flight by two or more airlines, one of which is an operating partner (i.e. is an operator using the aircraft for flights, performs flights and sells tickets for these flights on its own behalf), and the others are marketing partners (i.e. sell tickets for the partner-operator's flight on its own behalf). In this case, the flight is designated by a joint dual (or more) code of the parties (operating partner code/marketing partner code).

**AIRCRAFT COMMANDER** – a person holding a valid pilot's certificate (license), as well as the training and experience required for independent control of an aircraft of a certain type, and assigned to perform a flight assignment.

**COMMERCIAL ACT** (on international flights – PIR – PROPERTY IRREGULARITY REPORT) – a document issued by the Carrier or Handling Organization in the presence of the passenger or a person authorized by him immediately upon discovery of damage to baggage.

**FLIGHT CREW** – licensed crew members assigned duties related to the control of an aircraft during official flight time.

**LICENSE** – permission issued by an authorized government agency to an enterprise or entrepreneur to carry out on a commercial basis (for a fee or for hire) the transportation of passengers and cargo, airport and other activities related to servicing aircraft, passengers and cargo at airports, aviation work for the needs of enterprises and the population.

**MARKING** – text, symbols and pictures on the packaging and/or products.

**ROUTE** – the passenger's route, described as a sequence of airports in the Air Carriage Agreement.

**COMMERCIAL LOAD MASS** – the total mass of passengers, baggage, cargo and mail.

**INTERNATIONAL AIR TRANSPORT ASSOCIATION (IATA)** – a non-governmental international organization that develops standards and recommendations in the field of civil aviation, including for the construction and application of tariffs, uniform general conditions of carriage, and passenger service.

**INTERNATIONAL CIVIL AVIATION ORGANIZATION (ICAO)** – an interstate international organization, a special agency of the UN, regulating issues of civil aviation, including issues of airspace use, flight safety and others, and developing standards and recommended practices for organizing civil aviation activities.

**INTERNATIONAL VETERINARY CERTIFICATE** – a document issued by a border veterinary control point at an airport in exchange for a veterinary certificate (form 1, containing information on vaccinations, the health of the animal and the favorable sanitary and epidemiological situation in the region of residence) and permission from a dog club or cat fanciers' club to export the animal.

**INTERNATIONAL AIR TRANSPORTATION** – transportation in which the point of departure and the point of destination are located: a) on the territory of two states; b) in the territory of one state, if landing point(s) are provided in the territory of another state.

**INFANT** – a person under two years of age.

**AIRCRAFT GROUND HANDLING** – a set of works to ensure the arrival of an aircraft at an aerodrome and its departure from an aerodrome, with the exception of air traffic services and technical maintenance. Aircraft ground servicing includes passenger servicing, handling of baggage, cargo and mail, servicing and loading of an aircraft, loading control, refueling and anti-icing treatment of the aircraft.

**PASSENGER INADMISSIBLE TO ENTER A COUNTRY** – a passenger who has been denied entry into its territory by the authorities of a given country or who has been denied further transportation from a transfer point by the Carrier or government agencies due to the absence of a visa, an expired passport, etc.

**TRANSPORTATION MALFUNCTION** – any violation of the established procedure for air transport (missing baggage, cargo, shortage in weight or number of pieces, damage, loss, separation of documents, incorrect execution of transportation documents), which resulted or could result in harmful consequences.

**UNACCOMPANIED CHILD (UM)** – a minor transported under the supervision of the authorized personnel of the Carrier on airline flights without being accompanied by parents, legal guardians or other persons entitled to accompany them on the trip.

**SERVICE ORGANIZATION** – an organization with which a contract has been concluded for the performance of work on servicing aircraft, passengers, baggage, cargo, satisfying the requirements of LLC «FLY KHIVA GROUP», imposed on organizations carrying out these types of activities (availability of the necessary certificates, trained personnel, necessary resources).

**MISCELLANEOUS CHARGES ORDER (MCO)** – a payment document issued to a passenger by the Carrier or its authorized agent for payment of a ticket, a receipt for paid baggage or other services related to the fulfillment or change of the conditions of carriage.

**CARRIER'S RESPONSIBILITY** – the carrier's obligation to compensate for damage (harm) caused by it during the air carriage of a passenger, baggage, cargo.

**PASSENGER** – a person, with the exception of crew members, who is being transported or is to be transported on an aircraft in accordance with the passenger air carriage agreement.

**DEPORTED PASSENGER** – a passenger who has been legally admitted to the country by its authorities and who over time has received an order from the authorities to leave the country or who has entered the country illegally.

**BUSINESS PASSENGER** – a passenger, an employee of LLC «FLY KHIVA GROUP», who has the right to discounted air transportation in accordance with the procedure for providing discounted air tickets

or who is traveling on a business trip, as well as a passenger traveling on a flight of LLC «FLY KHIVA GROUP» on the instructions of the General Director.

**TRANSIT PASSENGER** – a person who has arrived at an intermediate airport and who, in accordance with the Air Carriage Agreement, is further transported on the same flight.

**TRANSFER PASSENGER** – a person who, in accordance with the Air Carriage Agreement, is delivered to the transfer (transfer) point by one flight and then transported by another flight of the same or another Carrier.

**CARRIER** – an aviation enterprise that issues a transportation document, carries out or undertakes to carry out air transportation, and also provides or undertakes to provide services related to such transportation, in accordance with the transportation or payment document issued by the airline or Authorized Agent.

**PERIOD OF AIR CARRIAGE OF BAGGAGE** – the period of time from the moment of acceptance of baggage for transportation until its delivery to the recipient or until its transfer for safekeeping.

**PERIOD OF AIR CARRIAGE OF A PASSENGER** – the period of time from the moment the passenger exits the airport apron to board the aircraft until the moment the passenger leaves the apron under the supervision of authorized persons of the Carrier.

**PASSENGER TRANSPORTATION PERIOD** – the period of time from the passenger's pre-flight control at the departure airport, including the period of passenger air transportation, until the passenger leaves the airport at the destination.

**APRON** – part of the airfield of a civil aerodrome, intended for the placement of aircraft for the purpose of boarding and disembarking passengers, loading and unloading baggage, cargo and mail, as well as for other types of services.

**FLIGHT COUPON** – part of the ticket entitling the passenger (if there is a passenger coupon) to transportation between the points specified in the coupon.

**REPRESENTATIVE OF LLC «FLY KHIVA GROUP»** – an individual/employee of a legal entity who, under an Agreement with LLC «FLY KHIVA GROUP» and on the basis of a power of attorney executed in accordance with the procedure established by the legislation of the Republic of Uzbekistan, carries out representative functions at the airport where the aircraft of LLC «FLY KHIVA GROUP» operates flights.

**CLAIM** – a written demand by an interested party for compensation for damages incurred during air transportation.

**CARRIAGE CAPACITY** – part of the passenger cabin of an aircraft, BCC of an aircraft, used for commercial loading.

**ON-FLIGHT MEALS** – a set of ready-made meals and/or culinary, confectionery and bakery products and purchased goods, assembled by types of meals, for passengers and crew members in accordance with the requests of LLC «FLY KHIVA GROUP» or other customers.

**CHILD** – a person who has reached the age of two but has not reached the age of 12.

**FLIGHT** – an aircraft flight (scheduled/unscheduled) taking into account the time from the moment of departure to the moment of arrival, performed under one number, in one direction, from the starting point to the final point of the route.

**SCHEDULED FLIGHT (REGULAR)** – flight(s) of an aircraft performed along a route in accordance with the established schedule.

**ADDITIONAL FLIGHT** – flight(s) of an aircraft performed in addition to the schedule along the same route as the scheduled flight.

**CHARTER FLIGHT** – flight(s) of an aircraft performed in accordance with the aircraft charter agreement.

**CHARGE** – an amount approved in the established manner, collected in addition to the fare by the Carrier, its Authorized Agent or other competent authorities.

**DISCOUNT** – an amount of reduction in the published fare, established by the Carrier taking into account IATA recommendations.

**TARIFF** – a fare for air transportation of a passenger, baggage in excess of the established norm (weight, volume, number of pieces) for free transportation, cargo or mail.

**NORMAL TARIFF** – a fare for the corresponding class of service, valid without any restrictions for one year (except for seasonal fares, the validity period of which is determined by the season of



transportation).

**PUBLISHED TARIFF** – a fare registered in the appropriate manner by government agencies and published in fare directories.

**THROUGH TARIFF** – a fare applied to pay for transportation along the entire route.

**SPECIAL TARIFF** – a fare different from the normal fare, established taking into account discounts.

**AUTHORIZED AGENT** – a responsible person who is authorized on behalf of LLC «FLY KHIVA GROUP» to make reservations, sell and issue transportation on transportation documents, including, but not limited to, actions to refund money, issue duplicates and perform other service functions.

**ACTUAL CARRIER** – a carrier or a person authorized by the carrier who carries out all or part of the transportation within the framework of a code-share flight or other contractual relations between the actual carrier and the carrier.

**CHARTER TRANSPORTATION** – air transportation performed in accordance with a charter agreement.

**AIRCRAFT CREW** – a composition of persons who, in accordance with the established procedure, are entrusted with the performance of certain duties for the flight and technical operation of the aircraft, for servicing passengers on board the aircraft during the performance of a flight assignment. The aircraft crew consists of the flight crew (aircraft commander, other flight personnel) and the cabin crew (senior flight attendants and flight attendants).

**ELECTRONIC TICKET (ELECTRONIC PASSENGER TICKET AND BAGGAGE RECEIPT)** - a document used to confirm a passenger and baggage carriage agreement, in which information about the air carriage of the passenger and baggage is presented in electronic digital form.

**ELECTRONIC MULTIPURPOSE DOCUMENT (EMD)** - a payment document issued to a passenger upon collection of fees and charges for services rendered, and in which information about the service, fee or charge is presented in electronic digital form.

**M2-CLOSED FARE** - an agreement between an airline and an airport concluded for the purpose of creating a network of connecting routes through an airport using through tariffs and special passenger and baggage servicing technologies.

## **CHAPTER 1. MAIN PART**

*These Rules for the carriage of passengers and baggage are put into effect: for the first time, registration number: FKG-ML-GRH-06.1.24.*

Comes into effect: from the date of approval by the General Director and is valid until cancelled or reissued.

Person responsible for periodic checks and updating of the document: Head of Ground Handling Service.

Periodic check period: once a year.

### **1.1. GENERAL PROVISIONS**

1.1.1. These Rules have been developed in accordance with the Air Code of the Republic of Uzbekistan, as well as on the basis of international legal documents in the field of air transportation and establish the rights, obligations and responsibility of LLC «FLY KHIVA GROUP» and citizens.

1.1.2. LLC «FLY KHIVA GROUP» is an air transport operator and has Operator Certificate No. 19-O.

1.1.3. The Rules establish the general conditions for the carriage of passengers and baggage, which are observed when concluding and performing the Agreement on the air carriage of passengers and baggage. These Rules are an integral part of the Agreement on the air carriage of passengers and baggage.

1.1.4. The terms of the Agreement on the air carriage of passengers and baggage are contained in the terms of application of the tariff, the transportation document, the Air Code of the Republic of

Uzbekistan, these Rules and other regulatory documents in the field of Civil Aviation of the Republic of Uzbekistan.

1.1.5. When concluding an Air Carriage Agreement for passengers and baggage, the rules, tariffs and fees in effect on the date of registration of the transportation document shall apply.

1.1.6. Transportation of employees of LLC «FLY KHIVA GROUP» and other categories of service passengers shall be carried out in accordance with these Rules and other organizational documents of LLC «FLY KHIVA GROUP» developed in development of these Rules.

1.1.7. Passenger and baggage transportation performed by different modes of transport under one transportation document (in direct / mixed traffic) with the participation of LLC «FLY KHIVA GROUP» shall be regulated by agreements between LLC «FLY KHIVA GROUP» and other Carriers participating in the transportation process.

1.1.8. These Rules are available for reading:

- a) in all offices of LLC «FLY KHIVA GROUP»;
- b) in representative offices of LLC «FLY KHIVA GROUP»;
- c) at points of sale of transportation of Authorized agents;
- d) at airports where flights of LLC «FLY KHIVA GROUP» aircraft are performed;
- f) on the website of LLC «FLY KHIVA GROUP».

## **1.2. RELATIONSHIP WITH LEGISLATION**

1.2.1. The rights, obligations and responsibilities of the parties arising from the Agreement for the air carriage of passengers and baggage are regulated by:

a) Conventions concerning international air transportation, as well as provisions of current international treaties and agreements of the Republic of Uzbekistan.

b) Air Code of the Republic of Uzbekistan and other legislative acts of the Republic of Uzbekistan.

c) These Rules.

1.2.2. When performing international transportation, these Rules shall be applied to the extent that they do not contradict international agreements of the Republic of Uzbekistan on air traffic.

1.2.3. If any provisions established by these Rules or transportation documents are in conflict with the legislation of a foreign state and cannot be changed by agreement of the parties to the Air Carriage Agreement, such provisions shall remain in force and shall be considered part of the Air Carriage Agreement to the extent that they do not contradict the said legislation. In this case, the invalidity of any provision of these Rules shall not cancel the effect of other provisions of these Rules.

1.2.4. LLC «FLY KHIVA GROUP» has the right to transfer the obligations or part thereof under the Air Carriage Agreement to a person who, on behalf of LLC «FLY KHIVA GROUP», makes reservations, sells and issues transportation on transportation documents (Authorized Agent), to a person who provides services in the airport terminal buildings for departing and arriving passengers (Handling Organization) or to another person, including another Carrier, while remaining responsible for their actions (inactions) before the passenger and for the performance of the Air Carriage Agreement of the passenger. When transferring obligations under the Air Carriage Agreement to another Carrier, LLC «FLY KHIVA GROUP» informs the passenger of the actual Carrier performing the transportation. In such a case, the passenger is subject to the Carriage Rules of the actual Carrier, unless otherwise provided by the codeshare agreement between LLC «FLY KHIVA GROUP» and the actual Carrier.

1.2.5. In international air transportation, the responsibility of LLC «FLY KHIVA GROUP» is governed by conventions concerning international air transportation, ICAO documents, with the exception of those transportations that are not defined as such by these documents.

1.2.6. LLC «FLY KHIVA GROUP» shall not be liable for failure to notify a passenger of a change in the flight schedule, change of departure/arrival airport, flight cancellation or changes in any other flight parameters if, when booking air transportation, the passenger did not provide their contact information (phone number, email address, etc.) or LLC «FLY KHIVA GROUP» was unable to contact the passenger using the specified contact information, having contacted at least once each of the specified phone numbers (addresses, etc.), including as a result of the passenger providing incorrect contact information. In these cases, LLC «FLY KHIVA GROUP» shall not compensate the passenger for losses caused by

such failure to notify.

1.2.7. If a passenger contacts LLC «FLY KHIVA GROUP» for notification and approval of special conditions of carriage later than 36 hours before the flight departure, LLC «FLY KHIVA GROUP» reserves the right to refuse to approve them.

1.2.8. LLC «FLY KHIVA GROUP» is also not responsible for ensuring flight connections if the carriage was issued with separate tickets.

### **1.3. CHANGING THE RULES**

1.3.1. LLC «FLY KHIVA GROUP» shall amend the Rules in accordance with the procedure established by LLC «FLY KHIVA GROUP» in accordance with XX-XX-XXX-04.1.22 "Guide to Managing Documented Information of LLC «FLY KHIVA GROUP»".

1.3.2. These Rules, as well as other organizational documents issued in addition to them, regulating air transportation, may be amended by LLC «FLY KHIVA GROUP» without prior notice to passengers, provided that no such change is applied after the conclusion of the Air Carriage Agreement for the passenger. In this case, changes to these Rules shall come into force on the date of their official entry into force.

1.3.3. Representatives of LLC «FLY KHIVA GROUP», Authorized Agents and Service Organizations providing services for the air transportation of passengers and baggage on behalf of LLC «FLY KHIVA GROUP» do not have the right to change or cancel the provisions of the current version of these Rules.

## **CHAPTER 2. CONDITIONS OF AIR CARRIAGE OF PASSENGERS AND BAGGAGE**

### **GENERAL PROVISIONS**

#### **2.1. CONTRACT FOR THE AIR CARRIAGE OF PASSENGERS AND BAGGAGE**

2.1.1. Air passenger transportation and baggage is performed by LLC «FLY KHIVA GROUP» on the basis of the Air Carriage Agreement in compliance with these Rules. The Air Carriage Agreement is a public agreement, by the method of its conclusion it refers to the agreement of accession and requires the passenger to accede to the Air Carriage Agreement on the terms offered by LLC «FLY KHIVA GROUP». The Air Carriage Agreement is considered concluded from the moment of proper and timely payment for the air carriage. After full payment for the carriage, LLC «FLY KHIVA GROUP» or its Authorized Agent issues to the passenger or sends to the passenger an itinerary receipt by e-mail or fax. 2.1.2. Under the Agreement on the air carriage of passengers, LLC «FLY KHIVA GROUP» is obliged to transport the passenger by aircraft to the destination point, providing him with a seat on the aircraft performing the flight along the route indicated in the ticket, and in the case of air carriage of baggage, also deliver the baggage to the destination point and issue it to the passenger or a person authorized to receive the baggage. The passenger of the aircraft is obliged to pay for the air carriage, and if he has baggage in excess of the established free baggage allowance or baggage subject to mandatory payment, additionally pay for the carriage of this baggage.

2.1.3. LLC «FLY KHIVA GROUP» carries out air carriage of passengers and baggage on regular flights in the manner and within the timeframes stipulated by the Agreement on the air carriage of passengers and these Rules.

2.1.4. LLC «FLY KHIVA GROUP» carries out air transportation of passengers and baggage by charter flights in accordance with the Air Charter Agreement concluded between the Charterer and LLC «FLY KHIVA GROUP».

2.1.5. Each Air Carriage Agreement and its terms are certified by a transportation document issued by LLC «FLY KHIVA GROUP» or the Authorized Agent.

2.1.6. Passenger and baggage transportation performed from the departure airport to the destination airport by several Carriers under one transportation document (including additional transportation or payment documents issued together with it) is considered as a single transportation, regardless of whether there was a transfer or interruption in transportation.

## **2.2. TRANSPORTATION DOCUMENTATION**

2.2.1. Each Air Carriage Agreement and its terms are certified by transportation documents, which are issued by LLC «FLY KHIVA GROUP» or the Authorized Agent of LLC «FLY KHIVA GROUP».

2.2.2. The transportation documents are:

- a) for the carriage of a passenger (and baggage) - a ticket and a baggage receipt;
- b) for the carriage of baggage subject to payment - a receipt for payment of excess baggage, an electronic miscellaneous document (EMD), a miscellaneous charges order (MCO);
- c) for the payment by the passenger of fees and charges for services rendered relating to the performance of the Air Carriage Agreement - a miscellaneous charges order (MCO)
- d) a miscellaneous charges receipt, an electronic miscellaneous document (EMD). The execution of transportation documents is carried out by entering the necessary data in the electronic or paper form of the transportation document.

2.2.3. The specified transportation documents are strictly accountable transportation documents and are used as accounting and financial control documents for cash and non-cash settlements with passengers and mutual settlements between participants in the transportation process. Strictly accountable transportation documents are subject to mandatory registration. The use of strictly accountable transportation documents that have not undergone registration for the registration of transportation (services) is not permitted.

2.2.4. The passenger air transportation agreement is issued by one ticket or by additional ticket(s) issued together with it, which indicates the number of the ticket to which it is issued.

## **2.3. PERFORMANCE OF AIR TRANSPORTATION**

Air passenger transportation and baggage transportation along the transportation route is carried out on a regular basis in accordance with the published schedule or on an irregular basis in accordance with the Aircraft Charter Agreement.

2.3.1. Performance of air transportation according to the schedule

2.3.1.1. The published schedule of aircraft movement must reflect the following information for each regular flight:

- a). departure airport;
- b). destination airport;
- c). airport(s) located along the transportation route, at which the aircraft landing is provided for according to the aircraft schedule;
- d). carrier code;
- e). flight number;
- f). days of the week of flight operation;
- g). departure time (local);
- h). arrival time (local);
- i). flight operation period;
- j). aircraft type(s).

The aircraft schedule may also contain other information.

2.3.1.2. The information contained in the passenger ticket and baggage receipt must correspond to the information published in the schedule at the time of issuing the said transportation documents.

2.3.1.3. The schedule may be changed by LLC «FLY KHIVA GROUP» without prior notice to passengers and consignors.

2.3.1.4. LLC «FLY KHIVA GROUP» shall take all measures within its power to ensure timely performance of transportation in accordance with the concluded Air Carriage Agreement.

2.3.1.5. LLC «FLY KHIVA GROUP» shall have the right to cancel, reschedule or delay the flight specified in the ticket, replace the aircraft, change the flight number, change the transportation route, if this is required by flight safety or aviation security conditions, as well as at the request of competent government agencies.

2.3.1.6. In the event of a change in the aircraft schedule, LLC «FLY KHIVA GROUP» shall take all possible measures to inform passengers with whom an Air Carriage Agreement has been concluded about the change in the aircraft schedule by any available means, namely:

- a) by entering information into the booking system;
- b) by telephone using the contacts specified by the passenger during booking;
- c) by sending SMS;
- d) by e-mail;
- e) by informing the Representative of LLC «FLY KHIVA GROUP» at the airport;
- f) by informing the Registration Agent of the Service Organization during check-in;
- g) by visual and acoustic information at the airport;
- h) by posting information on the website of LLC «FLY KHIVA GROUP»;
- i) by other means, if such are possible in each specific case.

2.3.1.7. In case of impossibility to deliver the passenger, baggage specified in the passenger ticket, and if such impossibility is not caused by the passenger's violation of these Rules, LLC «FLY KHIVA GROUP», in agreement with the passenger, may:

- a) carry this passenger or baggage on another flight to the destination specified in the transport document;
- b) transfer the carriage of this passenger or baggage to another Carrier;
- c) arrange for carriage by another mode of transport;
- d) refund the amounts in accordance with these Rules.

2.3.1.8. LLC «FLY KHIVA GROUP» shall not be liable for errors, distortions, omissions in the schedule published by other legal entities without the consent of LLC «FLY KHIVA GROUP».

#### 2.3.2. Performance of charter air transportation

2.3.2.1. Charter transportation is performed in accordance with the Aircraft Charter Agreement concluded between LLC «FLY KHIVA GROUP» and the Charterer. Under the Aircraft Charter Agreement, LLC «FLY KHIVA GROUP» undertakes to provide the Charterer, for a fee, with all or part of the carrying capacity of one or more aircraft for the performance of one or more flights for the purpose of transporting passengers, baggage and cargo.

2.3.2.2. Performance of charter transportation by LLC «FLY KHIVA GROUP» is performed in compliance with the conditions of transportation stipulated by the Charter Transportation Agreement.

2.3.2.3. LLC «FLY KHIVA GROUP», through the Aircraft Charterer, informs the passenger about the charter transportation conditions and the need to fulfill them.

### 2.4. TRANSPORTATION ROUTE, CHANGE OF ROUTE, DEPARTURE DATE AND TIME

2.4.1. Passenger transportation and baggage is performed between the airports (points) specified in the transportation documents. The point (points) of the transportation route specified in the transportation documents can be changed by agreement between LLC «FLY KHIVA GROUP» and the passenger, unless otherwise provided by an international agreement of the Republic of Uzbekistan or required by flight safety conditions.

2.4.2. Failure of LLC «FLY KHIVA GROUP» to perform transportation along the route, on the date or time specified in the Passenger Air Carriage Agreement is a forced refusal to transport the passenger, baggage and cargo on the initiative of LLC «FLY KHIVA GROUP». In such a case, LLC «FLY KHIVA GROUP» offers the passenger transportation with a change in the route, date or time of transportation, and in the event of the passenger's refusal of the proposed transportation conditions, LLC «FLY KHIVA GROUP» refunds the cost of transportation in accordance with these Rules.

2.4.3. A change by a passenger of the date or time of transportation to a later or earlier date than indicated in the transportation document is considered as a voluntary refusal of transportation at the initiative of the passenger. In this case, LLC «FLY KHIVA GROUP» recalculates the cost of such transportation.

### 2.5. PROVISION OF SERVICES AND INFORMATION

2.5.1. LLC «FLY KHIVA GROUP» (including through the Service Organization) or its Authorized Agent ensures the provision of services to passengers at airports and other points of registration of transportation, points of sale of transportation, on board the aircraft, related to the implementation and provision of transportation by air transport. The services provided are aimed at high-quality servicing of passengers. Services are provided free of charge or on a reimbursable basis.

2.5.2. When booking a passenger seat and capacity for a passenger, the Authorized Agent or LLC «FLY KHIVA GROUP» provides the passenger with reliable and complete information:

- a) about the schedule of the aircraft of LLC «FLY KHIVA GROUP»;
- b) about the availability of free passenger seats and capacity on the flights of LLC «FLY KHIVA GROUP» along the transportation route;
- c) about tariffs and conditions for the application of tariffs, including information on the conditions for the return (non-refund) of the fare paid for transportation;
- d) about the rules of LLC «FLY KHIVA GROUP» for the transportation of passengers;
- e) about the terms of the Agreement on the air carriage of passengers;
- f) about the conditions of service on board the aircraft;
- g) about the type of aircraft;
- h) about the Carrier that will actually perform the transportation.

2.5.3. When booking, the Authorized Agent has the right to provide the passenger with additional services for selecting the optimal transportation route, the carrier(s) performing transportation along the transportation route, and the carriage charge for transportation, taking into account the tariffs and conditions of their application.

2.5.4. When paying for and / or arranging transportation, the Authorized Agent at the points of sale of transportation (if applicable) or LLC «FLY KHIVA GROUP» (including on the website of LLC «FLY KHIVA GROUP») provides the passenger with reliable and complete information on the conditions of transportation, including information:

- a) specified in the executed transportation document;
- b) on the terms of the Agreement on air carriage of the passenger, including the norms of free baggage allowance, items and things prohibited for carriage, special conditions for the carriage of baggage, etc.;
- c) on the flight schedule, the cost of air carriage on the routes operated, including preferential conditions for the carriage of children and other categories of passengers;
- d) on the terms of application of the tariff;
- e) on the rules of LLC «FLY KHIVA GROUP» for the carriage of passengers and baggage;
- f) on the Carrier who will actually perform the carriage;
- g) on the method of travel to the airport of departure;
- h) on the place and time of the beginning and end of check-in for the flight;
- i) on the general requirements related to border, customs, sanitary and quarantine, veterinary, quarantine phytosanitary control provided for by the legislation of the Republic of Uzbekistan;
- j) on the conditions of service on board the aircraft;
- k) on the type of aircraft;
- l) about the addresses of points of sale and booking of transportation.

2.5.5. LLC «FLY KHIVA GROUP», the Authorized Agent (if applicable) or the Handling Organization provides passengers at the airports where flights are performed with the following information without charging an additional fee:

- a) the flight schedule, the cost of air transportation on the routes operated;
- b) the addresses of points of sale, the rules for selling and booking transportation;
- c) the rules for the transportation of passengers and baggage, including free baggage allowance, items and things prohibited for transportation by air and other special conditions of transportation;
- d) the time of departure and arrival of aircraft performing transportation according to the schedule (flight plan);
- e) the place, start and end time of check-in for the flight indicated in the ticket;
- f) the place, start and end time of boarding passengers on the aircraft performing transportation according to the schedule (flight plan);
- g) the delay or cancellation of a flight and the reasons for the delay or cancellation of a flight;

h) the method of travel to the nearest populated area, between airport terminals, between airports;  
i) the rules and procedure for pre-flight and post-flight inspections of passengers, baggage and carry-on baggage;

j) on general rules for passengers to comply with requirements related to border, customs, sanitary and quarantine, veterinary, quarantine phytosanitary types of control provided for by the legislation of the Republic of Uzbekistan;

k) on the location of mother and child rooms.

2.5.6. Provision of information on the execution of transportation documents in the name of a specific passenger or for a specific cargo, on check-in at the departure airport, on departure and arrival is carried out only on the basis of written requests from government agencies, enterprises, institutions, organizations, as well as individuals, if these requests are justified by legislative or regulatory requirements.

2.5.7. LLC «FLY KHIVA GROUP» (including through the Service Organization, SAB and government agencies) at airports provides the following services without charging an additional fee:

a) registration of passengers and baggage along the route and for the flight specified in the transportation document;

b) conducting special aviation security control of passengers, baggage, cargo;

c) delivery of departing and arriving passengers from the airport terminal building to the aircraft, from the aircraft to the airport terminal building, their boarding and disembarking at departure, intermediate, transfer, and destination airports;

d) delivery of baggage checked in for carriage to the aircraft, its loading, placement and securing on board the aircraft, unloading baggage from the aircraft, transportation and delivery of baggage to passengers;

e) conducting customs, border, and, if necessary, sanitary and quarantine, visa, immigration, veterinary and phytosanitary control during international transportation;

f) placement of passengers with children under 7 years of age in the mother-and-child room.

2.5.8. In case of interruption in transportation due to the fault of LLC «FLY KHIVA GROUP», as well as in case of flight delay, flight cancellation due to unfavorable meteorological conditions, technical and other reasons, change of transportation route, LLC «FLY KHIVA GROUP» organizes the following services for passengers registered for this flight at the departure points and at intermediate points without charging an additional fee:

a) accommodation in a mother-and-child room for passengers with children under seven years of age;

b) two telephone calls or two e-mails when waiting for a flight departure for more than two hours;

c) provision of soft drinks when waiting for a flight departure for more than 2 (two) hours;

d) provision of hot meals when waiting for a flight departure for more than 4 (four) hours and then every 6 (six) hours during the day and every 8 (eight) hours at night;

e) accommodation of passengers in a hotel when waiting for a flight departure for more than 12 (twelve) hours during the day and more than 8 (eight) hours at night.

f) delivery of passengers by transport from the airport to the hotel and back in cases where the hotel is provided without charging an additional fee;

g) organization of luggage storage.

## **2.6. BOOKING CAPACITY ON AN AIRCRAFT**

2.6.1. Booking of carrying capacity (passenger seat, tonnage, volume) on the aircraft of LLC «FLY KHIVA GROUP» is a necessary condition for the passenger to transport the passenger and baggage by air.

2.6.2. Booking of carrying capacity is made by the Authorized Agent or LLC «FLY KHIVA GROUP».

2.6.3. Booking of carrying capacity for a passenger, execution of transportation documents for the transportation of a passenger, baggage, is made by LLC «FLY KHIVA GROUP» or the Authorized Agent within the timeframes established by the terms of application of the tariffs of LLC «FLY KHIVA GROUP».

2.6.4. Booking of carrying capacity for a passenger and his baggage can be made either by direct contact of the passenger with LLC «FLY KHIVA GROUP» or the Authorized Agent, or by telephone, fax, e-mail, the Internet, as well as by other means of communication.

2.6.5. LLC «FLY KHIVA GROUP» provides group booking, provided that there are at least 10 (ten) passengers.

2.6.6. Booking of capacity is valid only if it is entered into the booking system of LLC «FLY KHIVA GROUP», made in accordance with the rules established by LLC «FLY KHIVA GROUP» and does not contradict the terms of application of tariffs of LLC «FLY KHIVA GROUP».

2.6.7. The possibility of changing or canceling the booking of capacity on an aircraft may be limited or excluded in accordance with the terms of application of tariffs established by LLC «FLY KHIVA GROUP».

2.6.8. When booking a passenger seat and capacity for a passenger, the Authorized Agent or LLC «FLY KHIVA GROUP» does not assign a specific passenger seat in the aircraft cabin with the declared class of service to the passenger. The number of a specific seat allocated to a passenger is indicated when registering the passenger and his/her baggage at the airport (point) of departure.

2.6.9. Booking of a carrying capacity for a passenger is considered preliminary until LLC «FLY KHIVA GROUP» or its Authorized Agent issues the passenger a completed transportation document.

2.6.10. Booking is cancelled without warning the passenger in the following cases:

a) If the passenger has not paid for the transportation within the time period set by LLC «FLY KHIVA GROUP» and has not been issued a ticket.

b) If the conditions for applying the LLC «FLY KHIVA GROUP» tariffs are not met.

c) Upon expiration of the time limit for storing the reservation in the booking system.

2.6.11. In special cases, LLC «FLY KHIVA GROUP» has the right to require the passenger to confirm the previously made reservation of the capacity for the stated route, date and time of departure, as well as the class of service of the passenger on board the aircraft.

## **2.7. PASSENGER AND BAGGAGE INFORMATION**

2.7.1. When booking a seat on an aircraft, the passenger must provide LLC «FLY KHIVA GROUP» or the Authorized Agent with information about the transportation route, departure date and time, the required number of seats to be booked, the class of service on board the aircraft, the passenger's citizenship, special conditions for the carriage of passengers and baggage, contact information (phone number or other means of contact to inform him/her),

2.7.2. If the passenger refuses to provide the information required for the booking, the booking will not be made.

2.7.3. Disability and the presence of limitations on life activities cannot be grounds for LLC «FLY KHIVA GROUP» or the Authorized Agent, which makes the booking, sale and execution of transportation documents, to require disabled passengers and other persons with limitations on life activities to provide documents confirming the health status of such passengers in connection with their disability or limitations on life activities.

2.7.4. When booking a capacity, special conditions of carriage must be agreed upon with FLY KHIVA GROUP:

- A passenger with a child under 2 years of age
- A child not accompanied by an adult passenger or a passenger who, in accordance with the civil legislation of the Republic of Uzbekistan, has acquired full legal capacity before reaching the age of eighteen, who will be transported under the supervision of LLC «FLY KHIVA GROUP».
- A seriously ill passenger
- A visually impaired passenger with a guide dog;
- A passenger whose ability to move when using air transport is limited and/or whose condition requires special attention during service (hereinafter referred to as a passenger with limited mobility).
- A passenger carrying weapons and/or ammunition.
- Passenger baggage upon conclusion of a passenger air carriage agreement providing for a free baggage



allowance in excess of the free baggage allowance established by the carrier, or passenger baggage upon conclusion of a passenger air carriage agreement not providing for a free baggage allowance (hereinafter referred to as excess baggage).

- Baggage, the dimensions of one piece of which in packed form exceed 203 (two hundred and three centimeters) in the sum of three dimensions (hereinafter referred to as oversized baggage).
- Baggage, the weight of one piece of which exceeds 32 (thirty-two) kilograms (hereinafter referred to as heavy baggage).
- Baggage that must be carried only in the aircraft cabin.
- Currencies in banknotes or coins, shares, bonds and other securities, credit and bank cards, jewelry, precious metals, precious or semi-precious stones, including industrial diamonds (hereinafter referred to as valuable cargo).
- Cargo with declared value.
- Items and substances subject to spoilage after a certain storage period or under adverse effects of temperature, humidity or other environmental conditions (hereinafter referred to as perishable cargo).
- Items or substances that can pose a threat to health, safety, property or the environment and that are specified in the list of dangerous goods or classified as dangerous goods in accordance with international treaties of the Republic of Uzbekistan and the legislation of the Republic of Uzbekistan (hereinafter referred to as dangerous goods).
- Dogs, cats, birds and other small indoor (domesticated) animals (hereinafter referred to as indoor animals / birds).
- Animals, birds, insects, fish, etc. (hereinafter referred to as living creatures).
- Cargo requiring special transportation conditions.
- Human remains and animal remains.
- Sports equipment.
- A passenger who requires special nutrition.
- A transfer or transit passenger without a visa.
- Deported passenger.

2.7.5. The Authorized Agent or LLC «FLY KHIVA GROUP» shall not transfer information received from the passenger to third parties, except for cases stipulated by the legislation of the Republic of Uzbekistan or international treaties of the Republic of Uzbekistan.

2.7.6. Within the limits of the current legislation, the passenger authorizes LLC «FLY KHIVA GROUP» to store information about himself/herself provided to LLC «FLY KHIVA GROUP» or the Authorized Agent for the purpose of booking transportation, receiving additional services, working in the baggage search system and systems for preventing and exposing fraud with tickets or receiving compensation, facilitating the passage of pre-flight and post-flight formalities. LLC «FLY KHIVA GROUP» has the right to transfer information about the passenger for the above purposes to its employees, service agents, agents, other Carriers, providers of additional services or government agencies (upon their request) of the country to, from or through the territory of which the transportation is carried out.

2.7.7. LLC «FLY KHIVA GROUP» has the right to process the personal data of the passenger/consignor, which they communicate in any form when booking, issuing a ticket, as well as when changing the conditions of carriage, or voluntarily refusing carriage. In the context of these Rules, the processing of the passenger's personal data shall mean any action (operation) or set of actions (operations) performed by LLC «FLY KHIVA GROUP» in the context of fulfilling its obligations under the Air Carriage Agreement, with or without the use of automation tools with personal data, including collection, recording, systematization, accumulation, storage, clarification (updating, modification), retrieval, use, transfer (distribution, provision, access), depersonalization, blocking, deletion, destruction of personal data.

2.7.8. In the context of these Rules, the personal data of the passenger shall mean:

- a) last name, first name, patronymic;
- b) passport details;
- c) residential address;
- d) contact telephone number;
- e) email address and other data specified by the passenger when booking and arranging transportation.

2.7.9. The fact of concluding the Air Carriage Agreement confirms the passenger's consent:

a) to the transfer of his personal data to the automated passenger booking and registration system, and other automated systems (including in cases where such transfer constitutes a cross-border transfer of personal data.

b) that LLC «FLY KHIVA GROUP» has the right to authorize its Agents or other persons involved in the process of implementing or providing transportation on behalf of LLC «FLY KHIVA GROUP», to process the passenger's personal data.

## **2.8. RATES, TAXES, FEES AND DISCOUNTS**

2.8.1. For the carriage of passengers and baggage, on regular flights, the Authorized Agent or LLC «FLY KHIVA GROUP» shall charge a carriage fee. The forms and procedure for paying the carriage fee shall be established by LLC «FLY KHIVA GROUP» and shall be communicated to passengers when arranging the carriage.

2.8.2. The carriage fee shall be indicated in the carriage document. The fee for the carriage of passengers and baggage performed under the aircraft charter agreement (air charter) shall not be indicated in the carriage document.

2.8.3. The carriage fee shall be determined on the basis of the following established by LLC «FLY KHIVA GROUP»:

- the sum of money for the transportation of a passenger and/or baggage between two points of the transportation route (hereinafter referred to as tariffs) or combinations of tariffs from the airport (point) from which the transportation of the passenger and baggage begins in accordance with the Passenger Air Carriage Agreement;
- the cost of additional services of increased comfort established by LLC «FLY KHIVA GROUP», in the event that the passenger orders additional services of increased comfort.

2.8.4. For the Authorized Agent's provision to the passenger of services to select the optimal transportation route, the carrier(s) performing transportation along the route, the carriage charge for transportation in accordance with the priority parameters of the transportation conditions specified by the passenger and/or the general conditions of transportation for each Carrier and advisory services, the Authorized Agent may charge an additional fee from the passenger.

2.8.5. The air transportation tariff is applied only to pay for the transportation of the passenger, his/her baggage, from the point of departure to the point of destination and is set by LLC «FLY KHIVA GROUP». The tariff does not include ground transportation services between airports and between the airport and the center of a populated area, except for cases when such services are provided by LLC «FLY KHIVA GROUP» and are provided without additional charges.

2.8.6. Payment for transportation and ticket issuance are made after booking, except for the following cases:

- issuing a ticket with an open departure date (without specifying a fixed date on the ticket);
- issuing a ticket with the status of waiting for free capacity (ticket with the status of "for boarding");
- issuing a ticket if there are free capacity after the end of registration of passenger tickets and baggage check-in.

2.8.7. Payment for transportation may be made by prepayment. In this case, payment for transportation may be made at one point of sale of transportation, and the transportation document may be issued at another point of sale of transportation.

2.8.8. When paying for the transportation of a passenger and his baggage, the tariffs in effect on the date of commencement of transportation shall apply.

2.8.9. A ticket or baggage check paid for by a passenger and issued before the change in tariff or exchange rate announced by LLC «FLY KHIVA GROUP» shall be valid without additional payment up to the tariff in effect on the date of commencement of transportation, unless a change is made to the Air Carriage Agreement. No changes to the tariffs or conditions for applying tariffs of LLC «FLY KHIVA GROUP» shall affect the conditions of air transportation if transportation has already begun.

2.8.10. In the event that LLC «FLY KHIVA GROUP» changes the terms of the Air Carriage Agreement for a passenger due to:

- cancellation or delay of the flight (2 hours or more) indicated in the ticket, except when a single carriage is issued;
- change in the carriage route;
- change in the schedule in favor of earlier departure by more than 30 minutes;
- failed departure of a passenger due to the impossibility of providing him with a seat on the flight and on the date indicated in the ticket;
- failed carriage of a passenger on an aircraft caused by the passenger's delay at the airport due to the duration of his inspection, if during the inspection of baggage or personal search of the passenger no substances and items prohibited for carriage were found;
- failure to ensure a connection of flights in the case of a single carriage;
- sudden illness of the passenger or illness or death of a member of his family traveling with him on the aircraft, which is confirmed by medical documents;
- failure to provide the passenger with service in the class indicated in the ticket;
- incorrect ticket issuance by the Authorized Agent or LLC «FLY KHIVA GROUP»; – (hereinafter referred to as a forced change in the terms of the Air Carriage Agreement of the passenger) before the start of the carriage or after the start of the carriage, no additional payment is collected from the passenger.

2.8.11. In the event of a voluntary change by the passenger of the terms of the Air Carriage Agreement of the passenger before the commencement of carriage or after the commencement of carriage if the fare changes, carriage shall be carried out at the fare corresponding to the new carriage. The fare for the new carriage shall be recalculated from the initial point of carriage valid on the day of commencement of carriage, unless otherwise provided by the terms of application of the fares of LLC «FLY KHIVA GROUP». The amount of the surcharge shall be calculated as the difference between the initial fare and the fare for the new carriage, including all necessary fees. If the fare for the new carriage is lower than the initial fare, the difference between them shall be written off to the EMD for refund at the place of purchase of the original ticket.

2.8.12. The procedure for calculating taxes and fees to be withheld from passengers shall be established by the relevant government agencies and/or LLC «FLY KHIVA GROUP» and shall be communicated to passengers at points of sale when issuing the carriage. Any tax or fee shall be paid by the passenger in addition to the fare, unless otherwise provided by the terms of application of the fares of LLC «FLY KHIVA GROUP».

2.8.13. Discounts to air transportation fares are established by the terms of application of the fares of LLC «FLY KHIVA GROUP», developed on the basis of the current legislation of the Republic of Uzbekistan.

2.8.14. Fares, taxes and fees shall be paid by the passenger, in the currency of the country in which the transportation document is issued or in another currency established by LLC «FLY KHIVA GROUP» for payment, if this does not contradict the rules of currency regulation of the country of sale.

2.8.15. If payment for transportation is made in a currency other than the currency of publication of the fare, then the calculation of the equivalent in the payment currency is made on the basis of the exchange rate published in the booking systems, effective at the time of registration of the transportation. In this case, the amount of the equivalent of the fare payment may be regulated by LLC «FLY KHIVA GROUP».

2.8.16. LLC «FLY KHIVA GROUP» may refuse to transport a passenger, baggage, or cargo if payment has not been made at the appropriate tariff(s) and/or appropriate fee(s), or if the credit agreement established between LLC «FLY KHIVA GROUP» and the passenger (the organization or person making the payment) has not been observed.

## **CHAPTER 3. PASSENGER TRANSPORTATION**

### **3.1. DOCUMENTS: PASSENGER TICKET AND BAGGAGE RECEIPT**

3.1.1. The electronic passenger ticket and baggage receipt (hereinafter referred to as the electronic ticket) has the following structure and content:

3.1.1.1. Structure of the electronic ticket (Electronic Ticket):

a) electronic flight coupon (depending on the number of flights, the number of electronic flight coupons may range from 1 to 4);  
b) electronic control coupon;  
c) electronic agency coupon;  
d) itinerary receipt (extract from the automated information system for issuing air transportation), which is generated based on the results of issuing an electronic ticket for a passenger.

**NOTES:**

- The presence of an electronic flight coupon and itinerary receipt is mandatory.
- An electronic passenger ticket and baggage receipt is an independent form of transportation document used in all technological operations of passenger service and relations between participants in the transportation process.

3.1.1.2. The content of the electronic ticket – the itinerary receipt (extract from the automated information system for processing air transportation), electronic flight, electronic control, electronic agent coupons contain the following information about the carriage of the passenger and baggage:

- passenger details:
- for domestic transportation. last name, first name, patronymic, series and number, name of the identity document;
- for international transportation. last name, other details in accordance with international standards.
- name and/or code of the Carrier (LLC «FLY KHIVA GROUP»);
- flight number;
- flight departure date;
- flight departure time;
- name and/or codes of airports/departure and destination points for each flight;
- fare;
- fare equivalent (if applicable);
- applicable sales currency;
- total cost of transportation;
- form of payment;
- charges (if applicable);
- name and/or booking class code;
- booking status code;
- date of issue;
- name of the Authorized Agent or Carrier (FLY KHIVA GROUP) that issued the ticket;
- Free baggage allowance (at discretion);
- unique electronic ticket number.

3.1.1.3. An itinerary receipt (extract from the automated information system for processing air transportation) is necessarily issued and given to the passenger (sent electronically via the information

and telecommunications network). An itinerary receipt (extract from the automated information system for processing air transportation) is a document of strict accountability.

3.1.1.4. An itinerary receipt (extract from the automated information system for processing air transportation), an electronic flight coupon, an electronic control coupon, an electronic agent coupon may contain other additional information on the conditions of transportation or the specifics of servicing passengers and baggage, including information on the limitations of disabled passengers and other persons with disabilities.

3.1.2. An electronic ticket is generated using an automated system. A separate electronic ticket is issued for each passenger.

3.1.3. The ticket is issued on the basis of the data of the document certifying the identity of the passenger, required in accordance with the legislation of the Republic of Uzbekistan or an international agreement of the Republic of Uzbekistan for the carriage of the passenger along the route provided for by the Agreement on the air carriage of the passenger.

3.1.4. In case of sale of carriage at a special rate, the ticket is issued on the basis of the data of the document specified in clause 3.1.3 of these Rules, and documents confirming the passenger's right to use the special rate.

3.1.5. In case of payment for carriage by bank transfer or with deferred payment, the ticket is issued on the basis of documents confirming (guaranteeing) payment for carriage.

3.1.6. Methods of purchasing an electronic ticket:

- a) At the ticket offices of LLC «FLY KHIVA GROUP».
- b) Through the LLC «FLY KHIVA GROUP» website.
- c) An authorized agent.

3.1.7. For international transportation, where the point of departure, the point of destination are located on the territory of two states or on the territory of one state, if the point (points) of boarding are provided on the territory of another state, as well as for domestic transportation, where the point of departure, the point of destination and all boarding points are located on the territory of one state (not the Republic of Uzbekistan), the electronic ticket is issued in English.

3.1.8. For domestic transportation, where the point of departure, the point of destination and all boarding points are located on the territory of the Republic of Uzbekistan, the electronic ticket is issued in Uzbek (unless the issuance of an electronic ticket in English is specified by LLC «FLY KHIVA GROUP»).

3.1.9. When purchasing an electronic air ticket (booking), the passenger must receive an itinerary receipt. The itinerary receipt is printed on a standard A4 sheet of paper. In the case of purchasing air transportation via the Internet, the itinerary receipt is sent to the passenger by e-mail. When purchasing air transportation on the LLC «FLY KHIVA GROUP» website, the itinerary receipt will also be available for downloading, printing and web registration.

3.1.10. The passenger can:

- receive the itinerary receipt of the electronic ticket directly at the point of sale of transportation of the Authorized Agent or LLC «FLY KHIVA GROUP»;
- or receive the itinerary receipt of the electronic ticket in electronic form via the information and telecommunications network.

3.1.11. The itinerary receipt is provided to the passenger only after payment of the cost of transportation at the established rate.

3.1.12. To process payment, the Authorized Agent or LLC «FLY KHIVA GROUP» uses documents certifying:

- payment of fees and services (order of miscellaneous charges, EMD, receipt of miscellaneous charges);
- payment for the carriage of baggage in excess of the free baggage allowance established by LLC «FLY KHIVA GROUP», baggage with declared value, and other baggage subject to additional payment (excess baggage receipt, EMD).

3.1.13. A passenger is admitted to carriage only if they have a valid electronic ticket issued in the proper manner.

3.1.14. A passenger is not admitted to carriage if the booking does not contain information about the issuance of an electronic ticket and the passenger's data is not in the PNL of the automated registration system.

3.1.15. Changes to a ticket are made at the request of a passenger and are made in accordance with the

terms of application of LLC «FLY KHIVA GROUP» tariffs by an Authorized Agent with the consent of LLC «FLY KHIVA GROUP» or directly by LLC «FLY KHIVA GROUP».

3.1.16. Change of the flight number, date and time of departure is made by reissuing the ticket with payment of fees in accordance with the terms of application of the tariffs of LLC «FLY KHIVA GROUP».

3.1.17. The passenger bears RESPONSIBILITY for obtaining all documents, visas, permits, etc. necessary for travel, as well as for compliance with all applicable laws on exit, entry and transit of the country of departure, arrival and transit. LLC «FLY KHIVA GROUP» shall not be liable to the passenger if the passenger does not obtain such documents or visas or does not comply with the requirements of the applicable laws. At the request of LLC «FLY KHIVA GROUP», the passenger is obliged to present all documents for exit, entry, transit, health status, other documents required by applicable law, and also to allow LLC «FLY KHIVA GROUP» to copy and keep copies of the documents or otherwise keep the data contained in the relevant documents, if LLC «FLY KHIVA GROUP» considers it necessary.

## **3.2. INVALID PASSENGER TICKET**

3.2.1. The passenger is admitted to carriage upon presentation of a ticket issued in due form.

3.2.2. LLC «FLY KHIVA GROUP» may not admit the passenger to carriage until the fact of the conclusion of the Air Carriage Agreement for the passenger is clarified if:

a) The corresponding flight coupon of the ticket issued in electronic form has the status of not intended for flight.

b) In case of failure to provide, at the request of LLC «FLY KHIVA GROUP», a copy of the passenger's bank card from which payment for a specific ticket is made, or the authorization code for the transaction on the passenger's bank card from which the ticket was paid, as part of protection against illegal use of bank cards and electronic fraud.

c) The ticket was purchased from a person who is not an Authorized Agent of LLC «FLY KHIVA GROUP»

3.2.3. A passenger in respect of whom the fact of the conclusion of an Air Carriage Agreement with LLC «FLY KHIVA GROUP» was established after the actual departure of the relevant flight on which the passenger was to be carried, the latter may be offered either to use the route of the incompleting carriage on the next flight on which there is a free seat and capacity in the same class of service that corresponds to the paid fare, or to refund the money for the incompleting carriage (in the amount that would have been paid to the passenger in the event of a voluntary refusal of carriage) in accordance with the terms of the applicable fare of LLC «FLY KHIVA GROUP». Refunds for incompleting carriage on a ticket issued by an interline partner are made in the manner established by the interline partner.

3.2.4. A receipt for payment of excess baggage and a miscellaneous charges order lost by a passenger will not be restored and duplicates will not be issued.

## **3.3. VALIDITY OF PASSENGER TICKET**

3.3.1. The ticket is valid for the carriage of the passenger and his baggage from the point of departure to the point of destination along the route and in the class of service specified therein. Each flight coupon (part of the ticket) is valid for the carriage of the passenger and his baggage only along the route segment, class of service, date and flight for which it is issued. If the ticket is issued without a reservation mark (with an open departure date), the seat is booked in accordance with the passenger's request, subject to the availability of seats on the requested flight.

3.3.2. A ticket paid for at a fare that does not limit the terms of sale and use (hereinafter referred to as the normal fare) certifies the obligation of LLC «FLY KHIVA GROUP» to transport the passenger and his baggage for one year, counting from the date of commencement of carriage, and if carriage has not yet commenced, from the date of ticket issuance.

3.3.3. A ticket paid for at a special fare certifies the obligation of LLC «FLY KHIVA GROUP» to transport the passenger and his baggage within the timeframes established by the Passenger Air Carriage Agreement and is valid for carriage or exchange only during the period established by the terms of

application of the fares of LLC «FLY KHIVA GROUP»

3.3.4. The validity period of a passenger ticket issued at a special fare is determined from the date of commencement of carriage. If the validity period of a ticket issued at a special fare has expired, such a ticket may be accepted for exchange with an additional payment up to a higher fare, unless otherwise stipulated by the terms of application of the fare. In this case, the validity period of a newly issued ticket is calculated based on the first flight coupon of the ticket, if carriage has begun, or from the date of issue of the ticket, if no flight coupon has been used. The surcharge is calculated for the entire route (there and back) at the rate valid at the time of re-issuance, unless otherwise provided by the terms of application of the rates of LLC «FLY KHIVA GROUP» The amount for the original ticket in this case is non-refundable.

3.3.5. LLC «FLY KHIVA GROUP» may extend the validity of the ticket without charging the passenger an additional fee in cases of forced refusal of transportation by the passenger in accordance with paragraph 2.8.10 of these Rules.

3.3.6. If the passenger was unable to complete the transportation that had begun within the validity period of the ticket due to his or her illness or the illness of a family member, the validity of such ticket is extended for the period of validity of the medical documents provided by the passenger.

#### **3.4. REGISTRATION OF TICKETS AND CHECKING IN PASSENGERS' BAGGAGE FOR TRANSPORTATION**

3.4.1. For the carriage of passengers and baggage, LLC «FLY KHIVA GROUP» ensures the registration of tickets and the registration of baggage of passengers for carriage.

3.4.1.1. In the absence of an accompanying person at the registration stage in cases where the presence of an accompanying person is mandatory, the passenger will not be accepted for carriage.

3.4.2. A passenger holding a passenger ticket must go through the registration procedure and baggage check-in at the airport of departure or another point established by LLC «FLY KHIVA GROUP» When transporting on an international route, the passenger must also undergo customs, border, and, if necessary, sanitary and quarantine, immigration, veterinary, phytosanitary and other types of control.

3.4.3. The passenger must arrive in advance (on international flights - no later than 3 hours, on domestic flights - no later than 2 hours before the departure time of the aircraft indicated on the ticket) at the place of check-in of passenger tickets and registration of their baggage for transportation, having with him the documents required for transportation, to go through the established procedures for registering tickets and baggage, paying for excess and other payable baggage, going through pre-flight formalities related to aviation security control, border, customs, sanitary and quarantine, veterinary, quarantine, phytosanitary types of control provided for by the legislation of the Republic of Uzbekistan or the legislation of the country from whose territory the transportation is carried out, and also arrive at the boarding gate on board the aircraft.

3.4.4. Registration of passenger tickets and baggage for transportation on flights of LLC «FLY KHIVA GROUP» at the airport ends **30 minutes for domestic flights, 60 minutes for international flights** before the scheduled departure time of the aircraft or according to the flight plan.

3.4.5. The end time of check-in at check-in points located outside the airport, as well as check-in on the website of LLC «FLY KHIVA GROUP», is set taking into account the time required for the delivery (arrival) of passengers and baggage to the airport of departure for boarding (loading) into the aircraft and passing pre-flight formalities and requirements related to border, customs, sanitary and quarantine, veterinary, quarantine, phytosanitary types of control provided for by the legislation of the Republic of Uzbekistan or the legislation of the country from which the transportation is carried out.

3.4.6. If any passenger arrives at the check-in point and checkpoint after the end time for registration of passengers and baggage or without the documents required for transportation, then in this case LLC «FLY KHIVA GROUP» has the right to refuse transportation to such passenger.

3.4.7. LLC «FLY KHIVA GROUP» shall not bear responsibility in matters of passenger interaction with government services (customs, border, immigration, etc.). At the same time, LLC «FLY KHIVA GROUP» has the right to check all necessary documents when registering a ticket and checking in baggage before accepting the passenger and his baggage for transportation.

3.4.8. To undergo the procedure of ticket registration and baggage check-in, the passenger must present

an identity document on the basis of which the ticket was issued, as well as other documents stipulated by the legislation of the Republic of Uzbekistan. The passenger must also have documents certifying the special conditions of transportation of this passenger and his baggage (power of attorney for a child, medical certificate, veterinary certificate, etc.), with the exception of documents confirming the health of a passenger from among disabled persons and other persons with disabilities due to disability or limitations in life activities.

3.4.9. For international transportation, the passenger must have exit, entry and other documents, issued in the established manner, required in accordance with the legislation of the country, to, from or through the territory of which the transportation will be carried out. A passenger traveling on international flights as part of a visa-free transfer must have documents confirming the presence of a valid ticket with a confirmed reservation from the airport of transfer along the entire route (itinerary receipt or boarding pass).

3.4.10. Upon check-in, the passenger is given a boarding pass, which indicates:

- a) passenger's initials and surname;
- b) flight number;
- c) departure date;
- d) boarding deadline;
- e) boarding gate number;
- f). seat number on board the aircraft;
- g) other information, if necessary.

3.4.11. The passenger must arrive at the boarding gate no later than the boarding deadline for the flight indicated on the boarding pass. The passenger boards the aircraft upon presentation of the boarding pass for the relevant flight.

3.4.12. A passenger who is late for the end of ticket check-in and baggage check-in or boarding the aircraft may be denied carriage on that flight.

3.4.13. The baggage of a registered passenger who fails to appear for boarding the aircraft is subject to removal from the aircraft and mandatory inspection.

### **3.5. PRE-FLIGHT FORMALITIES**

3.5.1. In order to ensure flight safety, passengers, baggage, and items carried by passengers undergo aviation security checks. Pre-flight inspection of passengers, baggage, and items carried by passengers is performed at the airport and/or on board the aircraft by authorized airport SAB persons. Pre-flight inspections include employees of the transport internal affairs agencies.

3.5.2. Passengers with diplomatic status, enjoying diplomatic immunity, as well as couriers accompanying correspondence, undergo inspection on a general basis, with the exception of cases stipulated by the legislation of the Republic of Uzbekistan.

3.5.3. Disabled passengers and other persons with limited mobility (on crutches, in wheelchairs) are subject to manual inspection, and their accompanying persons undergo inspection on a general basis.

3.5.4. Conducting a pre-flight inspection does not exclude the possibility of conducting an inspection during the implementation of operational-search, criminal-procedural and other activities by persons authorized to do so in the manner established by the legislation of the Republic of Uzbekistan.

3.5.5. If a passenger refuses to undergo an inspection, LLC «FLY KHIVA GROUP» has the right to terminate the Air Carriage Agreement with reimbursement of the payment for transportation in accordance with the terms of application of the tariffs of LLC «FLY KHIVA GROUP», based on the conditions of the passenger's voluntary refusal of transportation.

3.5.6. When transporting on an international route, the passenger must also undergo customs, border, and, if necessary, sanitary-quarantine, immigration, veterinary, phytosanitary and other types of control.

#### **NOTES:**

*1. Customs control is a set of measures carried out by customs authorities in order to ensure compliance with national, including customs, legislation and international treaties of the state, control over the implementation of which is assigned to customs authorities, including, in particular, control over the movement of aircraft and cargo transported on them, as well as baggage and carry-on baggage, persons*



*traveling on these aircraft, currency and currency valuables across the state border.*

*2. Passport and visa control (border control) consists of checking that passengers have valid passports, entry, exit, and, if necessary, transit visas.*

### **3.6. PASSENGER SERVICE ON BOARD THE AIRCRAFT**

3.6.1. LLC «FLY KHIVA GROUP» provides passengers on board an aircraft with a range of services depending on the aircraft type and equipment, flight duration, time of day during which the flight takes place, and the class of service specified in the transportation document. The scope of services and the procedure for their provision are determined by LLC «FLY KHIVA GROUP»

3.6.2. LLC «FLY KHIVA GROUP» appoints trained personnel in sufficient quantity to provide passenger services on board an aircraft to ensure flight safety, provide service, and provide first aid when necessary, in accordance with the current standards and rules of Civil Aviation of the Republic of Uzbekistan.

3.6.3. The main task of the aircraft cabin crew (flight attendants) is to ensure flight safety and high-quality PASSENGER SERVICE ON BOARD THE AIRCRAFT with the provision of services regulated by service standards established by industry and local standards of LLC «FLY KHIVA GROUP»

3.6.4. LLC «FLY KHIVA GROUP» provides information to passengers on board the aircraft:

- a). flight conditions;
- b). general rules of conduct for passengers on board the aircraft;
- c). aircraft layout;
- d). locations of main and emergency exits;
- e). locations of personal protective equipment and inflatable slides in the aircraft cabin;
- f). conditions for leaving the aircraft in emergency situations;
- g). services provided on board the aircraft during the flight.

3.6.5. In-flight meals, including soft and/or hot drinks, are provided to passengers free of charge during the flight in accordance with the class of service, taking into account the flight duration and time of day. Hot meals are provided to passengers if the flight duration exceeds three hours and then every four hours during the daytime and every six hours at night.

***NOTE.** Meals and hot drinks may not be provided to passengers on board the aircraft, of which passengers are informed prior to the conclusion of the air carriage agreement.*

LLC «FLY KHIVA GROUP» reserves the right to serve passengers with a cold meal ration regardless of the time of day and flight duration on aircraft whose design does not allow the use of specialized equipment on board that is necessary for serving passengers with hot meals.

3.6.6. LLC «FLY KHIVA GROUP» may provide passengers with additional services of increased comfort during the flight. Additional services of increased comfort, the procedure for their provision and payment are established by LLC «FLY KHIVA GROUP»

### **3.7. TRANSPORTATION OF CHILDREN**

The provision by an airline of services related to the execution of a contract for the carriage of children is subject to the relevant laws, rules and regulations of government bodies of any country to, from or through which the carriage is carried out.

#### **3.7.1. TRANSPORTATION OF CHILDREN IN AN ESCORT**

3.7.2.1. LLC «FLY KHIVA GROUP» carries children from two to sixteen years of age accompanied by a parent or an adult capable passenger in the same class of service.

3.7.2.2. One child under two years of age is carried by LLC «FLY KHIVA GROUP» without providing the child with a separate seat, with the mandatory issuance of a ticket, accompanied by an adult passenger, according to the approved tariffs of LLC «FLY KHIVA GROUP»:

3.7.2.3. A child under six years of age, as well as a disabled child under twelve years of age, are transported only when accompanied by an adult passenger.

3.7.2.4. LLC «FLY KHIVA GROUP» does not carry children under six years of age unless accompanied by an adult passenger.

3.7.2.5. If a child under two years of age is provided with a separate seat at the request of the accompanying passenger, such child is transported by LLC «FLY KHIVA GROUP» at a discount provided for by the approved tariffs of LLC «FLY KHIVA GROUP».

3.7.2.6. Other children under two years of age traveling with the passenger, as well as children aged two to twelve years, are transported by LLC «FLY KHIVA GROUP» on tickets with the provision of separate seats at a discount in the amount of according to the approved tariffs of LLC «FLY KHIVA GROUP».

3.7.2.7. The age of the child is determined on the date of commencement of transportation from the airport (point) of departure specified in the transportation document. The child's date of birth must be indicated on the passenger ticket. When issuing a ticket and during the child's check-in procedure, it is necessary to present a document confirming the child's age.

3.7.2.8. In the event of a voluntary change by a passenger accompanying a child of the terms of the Air Carriage Agreement for the passenger after the commencement of carriage, the child's ticket is reissued (exchanged) at the rate corresponding to the child's age on the date of commencement of carriage from the airport (point) of departure.

### **3.7.2. TRANSPORTATION OF UNACCOMPANIED CHILDREN.**

3.7.3.1. Unaccompanied children may be transported between the ages of six and sixteen who are not accompanied by their parents, adoptive parents, guardians or trustees and who are not entrusted to any adult passenger. LLC «FLY KHIVA GROUP» does not transport children under the age of six unless accompanied by an adult passenger.

3.7.3.2. Unaccompanied children between the ages of six and sixteen are transported under the supervision of LLC «FLY KHIVA GROUP» only on direct scheduled flights after the parents, adoptive parents, guardians or trustees have completed a written application for the transportation of the unaccompanied child and a declaration of responsibility at the airport of departure upon acceptance of the unaccompanied child for transportation, with a note on the presence of a power of attorney (consent) signed by the person purchasing the ticket made in the ticket (in the reservation).

3.7.3.3. An unaccompanied child is accepted for transportation by LLC «FLY KHIVA GROUP» under the following conditions:

- a). preliminary consent of LLC «FLY KHIVA GROUP» for transportation of an unaccompanied child has been received;
- b). Unaccompanied children are accepted for transportation only after the parents or guardians have signed the Declaration of Responsibility of Parents or Guardians.
- c). persons accompanying the child are present at the airport before the departure of the aircraft;
- d). the unaccompanied child will be met at the destination airport;
- e). the unaccompanied child is traveling on a direct scheduled flight;
- f). transportation of the unaccompanied child has been paid at the full normal fare;
- g). the number of unaccompanied children being transported does not exceed two on one aircraft.

3.7.3.4. Children over the age of sixteen may be transported by LLC «FLY KHIVA GROUP» without being accompanied by an adult passenger.

3.7.3.5. The application for transportation of an unaccompanied child and the declaration of liability shall be completed in 4 copies: The first copy shall remain with the persons seeing them off. The second copy shall be given to the Representative (Agent of the Handling Organization) of LLC «FLY KHIVA GROUP» at the departure airport upon check-in. The third copy shall be given to the flight attendant responsible for servicing the unaccompanied child on board the aircraft. The fourth copy shall be given by the flight attendant to the Representative (Agent of the Handling Organization) of LLC «FLY KHIVA GROUP» at the destination.

3.7.3.6. A fare of 100% of the normal fare shall be charged for the transportation of an unaccompanied child; discounts shall not apply to such tickets.

### **3.7.3. SERVICE FOR UNACCOMPANIED CHILDREN AT THE ORIGINAL PORT OF DEPARTURE.**

3.7.4.1. Before accepting an unaccompanied child for transportation at the point of initial departure, a standard form of "Request for transportation of an unaccompanied child" must be completed, containing the Declaration of parents or guardians and an identification envelope for the documents of the unaccompanied child. This form is completed for transportation in the outbound direction. For the return transportation of an unaccompanied child, the document is re-issued by a representative/agent of LLC «FLY KHIVA GROUP» at the point of return departure.

3.7.4.2. When accepting a child for transportation from parents or accompanying persons, the ground handling agent or the Representative of LLC «FLY KHIVA GROUP» is obliged to check the availability and validity periods of the following documents of the unaccompanied child:

- A document certifying the identity of the child and valid for crossing the border;
- A birth certificate (for transportation within Uzbekistan);
- An air ticket or itinerary receipt;
- A standard form of "Request for transportation of an unaccompanied minor child" / "Declaration of responsibility of parents or guardians";
- A medical certificate (only for disabled children).

3.7.4.3. The standard form of the Request for Transportation and the identification envelope are prepared by an authorized employee of the ground handling agent or a representative of LLC «FLY KHIVA GROUP» upon request of parents or other persons accompanying the child, prior to the child's check-in for the flight.

3.7.4.4. After filling out and specifying all the necessary transportation details in the standard form of the "Request for Transportation of an Unaccompanied Minor", as well as signing the Declaration of Responsibility of Parents or Guardians, the child is handed over to the employee of the ground handling agent or a representative of LLC «FLY KHIVA GROUP» authorized to accompany the child.

3.7.4.5. The documents of the unaccompanied child are placed in a special identification envelope, the front part of which must also be filled in the prescribed manner. An identification envelope with all accompanying documents is placed over the child's shoulder and head or around the neck so that the departure airport staff and the aircraft crew can see the information that allows identifying the child as unaccompanied.

3.7.4.6. The child's parents or guardians are given the first copy of the completed "Request for transportation of an unaccompanied child" form with the signature of the person who accepted the child for escort to the aircraft.

3.7.4.7. Then, an authorized representative of the ground handling agent or a Representative of LLC «FLY KHIVA GROUP» ensures that the unaccompanied child checks in for the flight, accompanies the child to the aircraft and hands the child over to the flight attendant foreman against signature. In this case, the second copy of the standard form "Request for transportation of an unaccompanied child" with the mark of the flight attendant to whom the child was handed over remains with the authorized ground handling agent or the representative of LLC «FLY KHIVA GROUP» and serves to certify the fact of handing over the unaccompanied child to the responsibility of the aircraft crew.

### **3.7.4. SERVICE FOR UNACCOMPANIED CHILDREN AT DESTINATION.**

3.7.5.1. A representative of LLC «FLY KHIVA GROUP» and an authorized employee of the ground handling agent, after landing at the destination airport of the aircraft with an unaccompanied child on board, are required to meet and accept the unaccompanied child against signature from the flight attendant.

3.7.5.2. After the meeting, LLC «FLY KHIVA GROUP» or an authorized employee of the ground handling agent are required to assist the unaccompanied child in passing state formalities, receiving

baggage and escorting the child to the meeting person.

3.7.5.3 The transfer of the unaccompanied child to the meeting person takes place after checking the identity document of the person meeting and comparing the data on the meeting person specified in the "Request for transportation of an unaccompanied child".

3.7.5.4. The transfer of the child to the meeting person is carried out against signature in the remaining copies of the Transportation Request, which remain at the representative office of LLC «FLY KHIVA GROUP» or at the destination airport in the territory of the Republic of Uzbekistan.

### **3.8. TRANSPORTATION OF DISABLED, ELDERLY AND SICK PASSENGERS.**

3.8.1. The passenger is obliged to determine the possibility of using air transport based on his/her state of health. Transportation of a disabled, elderly or sick passenger is carried out on the condition that LLC «FLY KHIVA GROUP» is not liable for the deterioration of the passenger's health or other consequences that occurred during or after transportation caused by the age, mental or physical condition of the passenger, which is certified by an obligation (receipt, Appendix No. 2) of the passenger, which the Representative of LLC «FLY KHIVA GROUP» or the Registration Agent of the Service Organization may request if there are grounds.

3.8.1.1. LLC «FLY KHIVA GROUP» does not carry patients on stretchers.

3.8.2. A passenger whose physical or mental condition causes concern for the health of LLC «FLY KHIVA GROUP» personnel is admitted to air transportation upon presentation of a certificate from a medical institution stating that this passenger is not contraindicated for air transportation, which specifies special requirements for the conditions of transportation.

3.8.3. Transportation of a passenger recognized by the court as incapacitated is carried out by LLC «FLY KHIVA GROUP» at the request of parents, adoptive parents or guardians and accompanied by an adult passenger capable of ensuring the safety of the incapacitated passenger and the safety of people around him.

3.8.4. Passengers with limited legal capacity on flights of LLC «FLY KHIVA GROUP» are provided with pre-assigned seats. Passengers with limited legal capacity who, for medical reasons, require additional oxygen during transportation, are not accepted for transportation.

3.8.5. LLC «FLY KHIVA GROUP» carries passengers in wheelchairs, electric wheelchairs, folding chairs, unable to move independently, seriously ill passengers only when accompanied by persons providing care for this passenger on board the aircraft.

3.8.6 / (4.18.1). Wheelchairs and other assistive devices used by disabled passengers and other persons with limited mobility are carried free of charge as checked baggage in the BCC of the aircraft, and the weight of these individual mobility aids is not included in the free baggage allowance.

3.8.7 / (4.18.3). Folding wheelchairs and other assistive devices used by passengers, the weight and dimensions of which allow them to be safely placed in the aircraft cabin on the shelf above the passenger seat or under the seat of the passenger seat in front, are allowed in the passenger cabin of the aircraft.

3.8.8. LLC «FLY KHIVA GROUP» or the Handling Organization, when transporting disabled passengers and other persons with limited mobility on individual means of transportation, seriously ill passengers, shall inform the destination and stopover points in advance about the transportation of such passengers in order to take the necessary measures for their delivery from and to the aircraft.

3.8.9 / (4.18.4). An electric wheelchair used by a passenger shall be checked in at the time of check-in for the flight. LLC «FLY KHIVA GROUP» or the Handling Organization shall provide information to the destination and stopover points that there is a disabled passenger with an electric wheelchair on board the aircraft so that he/she will be provided with an electric wheelchair on priority basis upon arrival. This information shall include the passenger's name, the location of the electric wheelchair and separately placed electric batteries.

3.8.10 / (4.18.5). Passengers using an electric wheelchair must have a set of keys/devices for disconnecting the terminals of the wheelchair battery, as well as battery packaging in accordance with ICAO TI. Disconnection and connection of the terminals of the battery of an electric wheelchair is carried out by passengers independently or, upon request for services, by the Service Provider.

3.8.11. In order to ensure flight safety, compliance with technical or operational requirements, LLC «FLY

KHIVA GROUP» has the right to limit the number of sick and disabled passengers transported on any of its flights, even if there is a qualified escort for such passengers. The number of passengers with limited mobility on LLC «FLY KHIVA GROUP» flights cannot exceed the number of personnel capable of providing assistance to them during an emergency and cannot exceed three such passengers on one aircraft. Transportation of groups of passengers from among disabled people and other persons with disabilities is carried out by prior agreement with LLC «FLY KHIVA GROUP».

### **3.9. PASSENGER TRANSPORTATION WITH LACK OF VISION, HEARING.**

3.9.1. A passenger who is both visually and hearing impaired is transported accompanied by a passenger who provides assistance during the flight.

3.9.2. A passenger who is visually or hearing impaired may be transported without an accompanying passenger.

3.9.3. A passenger who is visually impaired may be transported accompanied by a guide dog.

3.9.4. Transportation of a passenger who is visually impaired accompanied by a guide dog is carried out by LLC «FLY KHIVA GROUP» upon presentation of a document confirming the disability of this passenger and a document confirming the special training of the guide dog.

3.9.5. When transporting a visually impaired passenger accompanied by a guide dog, the Authorized Agent, when booking a seat on board the aircraft for this passenger and when issuing a passenger ticket for him, must inform LLC «FLY KHIVA GROUP» of the upcoming transportation of such a passenger in order to assist the passenger during check-in at the departure airport and during delivery to and from the aircraft at the destination airport.

3.9.6. A guide dog accompanying a visually impaired passenger is transported by LLC «FLY KHIVA GROUP» free of charge in addition to the established free baggage allowance. The guide dog must have a collar and a muzzle and be tied to the seat at the feet of the passenger it accompanies.

3.9.7. The number of guide dogs transported on an aircraft is determined depending on the number of disabled persons and other persons with disabilities on board the aircraft, but must not exceed two guide dogs on one

### **3.10. TRANSPORTATION OF PREGNANT WOMEN AND NEWBORN BABIES.**

3.10.1. The transportation of pregnant women is carried out on the condition that LLC «FLY KHIVA GROUP» bears no responsibility for any adverse consequences that may arise for the passenger and the fetus during or as a result of the transportation. This is confirmed by a signed waiver completed by the passenger at check-in (Appendix No. 1). Even if the pregnant woman has no health issues, **she must provide a medical certificate signed by a doctor**, indicating the gestational age, confirming that the pregnancy is progressing without complications, and that air travel is not contraindicated

3.10.2. Pregnant women are transported if the following conditions are met.

Women with a pregnancy period:

- up to 28 weeks are transported upon presentation of a certificate of pregnancy period and absence of contraindications for the flight, issued by a doctor and certified by the seal of a medical institution;
- from 28 weeks to 30 weeks inclusive in case of multiple pregnancies, are transported upon presentation of a certificate of pregnancy period and absence of contraindications for the flight, issued by a doctor and certified by the seal of a medical institution;
- pregnant women with a singleton pregnancy are transported up to and including 32 weeks, provided that they have a certificate of the pregnancy period and the absence of contraindications for the flight, issued by a doctor and certified by the seal of a medical institution.

3.10.3. If the pregnancy period exceeds 32 weeks, the flight is not permitted.

Transportation of a pregnant woman is carried out on the condition that the air carrier does not bear any liability to the passenger for the consequences. If an airline representative has doubts about the possibility of a safe flight for a pregnant woman at any stage of pregnancy, the airline has the right to refuse to transport the passenger.

3.10.4. Transportation of newborn babies less than seven days old is carried out on the condition that LLC

«FLY KHIVA GROUP» does not bear liability to the parents for any consequences of transportation for the health of their child, which is confirmed by the corresponding obligation signed by the passenger, filled out during registration (Application No. 3).

### **3.11. TRANSPORTATION OF DEPORTED PASSENGERS AND PASSENGERS WHO HAVE BEEN DENIED ENTRY INTO THE TERRITORY OF A FOREIGN STATE OR INTO THE REPUBLIC OF UZBEKISTAN.**

3.11.1. Transportation of these categories of passengers is carried out in accordance with the legislation of the Republic of Uzbekistan and international legislation in the field of civil aviation.

3.11.2. The decision to deport a passenger is made by the relevant authorities. When sending a deported passenger, 1 copy of the "Deportation Act" must be attached

3.11.3. The deported passenger and the passenger who is denied entry bear RESPONSIBILITY for reimbursement of all expenses incurred by LLC «FLY KHIVA GROUP» in connection with this transportation, as well as for reimbursement of all expenses of LLC «FLY KHIVA GROUP» and other outbound Carriers, if any, related to return transportation, accommodation and meals at the point of entry refusal and transfer points on the return route.

3.11.4. LLC «FLY KHIVA GROUP» has the right to apply any amounts paid by the passenger or the Organization that has arranged the passenger's transportation for an unused flight or any other amounts held by LLC «FLY KHIVA GROUP», paid by the passenger or the Organization that has paid for the ticket, to the payment of incurred expenses.

### **3.12. TRANSPORTATION OF OFFICIALS.**

3.12.1. Officials are served at the airport of departure, arrival, transit or transfer in the official and delegation lounges (if any). The requirements for the established formalities during registration of officials do not differ from the generally accepted requirements.

3.12.2. Officials are served in the official and delegation lounges on the basis of applications. Applications are submitted by representatives of state, public, political, religious and commercial organizations. The passenger is obliged to pay for the service in the official and delegation lounge.

3.12.3. Officials must arrive at the airport of departure no later than the end of passenger check-in for the flight.

### **3.13. TRANSPORTATION OF EMPLOYEES OF THE STATE COURIER SERVICE UNDER THE GOVERNMENT OF THE REPUBLIC OF UZBEKISTAN IN THE PERFORMANCE OF OFFICIAL DUTIES.**

3.13.1. The NCS employees under the Government of the Republic of Uzbekistan are issued and issued passenger tickets out of turn.

3.13.2. The registration of tickets for the employees of the said department, the registration of the correspondence carried by them is carried out before the start of passenger check-in, and during check-in - out of turn.

3.13.3. Pre-flight inspection of NCS employees, their hand luggage and baggage (except for places with accompanied correspondence) is carried out on a general basis, out of turn.

3.13.4. NCS employees are allowed to have weapons on board the aircraft while performing their official duties.

3.13.5. The NCS correspondence under the Government of the Republic of Uzbekistan is carried out with the placement of correspondence on passenger seats weighing no more than 75 kg on each seat next to the employee accompanying it or in a place convenient for observing it in the established manner.

3.13.6. The carriage of correspondence in the aircraft cabin is issued by a passenger ticket, the cost of which is 100% of the normal fare of the corresponding class of service. FREE baggage allowance does not apply to such a ticket.

3.13.7. The boarding of NCS employees under the Government of the Republic of Uzbekistan, carrying

correspondence, is carried out before the general boarding of passengers.

### **3.14. TRANSPORTATION OF TRANSIT AND TRANSFER PASSENGERS.**

3.14.1. Air transportation of a transit passenger is performed by one flight of LLC «FLY KHIVA GROUP», if intermediate landings of the aircraft are planned or performed during the flight.

3.14.2. Delivery of passengers from the aircraft to the airport building upon arrival of the aircraft at the transit point and boarding of these passengers on board the aircraft for the further flight to the destination point is performed first.

3.14.3. Transportation of a passenger who, in accordance with the Agreement on Air Carriage of Passengers and Baggage, arrived at the transfer airport by one flight of LLC «FLY KHIVA GROUP», and is then transported by another flight of LLC «FLY KHIVA GROUP» or another Carrier along the transportation route (hereinafter referred to as the transfer passenger), is performed in accordance with the Agreements between the Carriers or the M2-Closed Fare Agreements.

3.14.4. Baggage of a transfer passenger subject to customs control is accepted for transportation in accordance with the customs legislation of the Republic of Uzbekistan and/or the customs legislation of the country to, from or through which the transportation is carried out.

3.14.5. «FLY KHIVA GROUP» or its Authorized Agent, when issuing a ticket to a passenger on a transit or transfer transportation route:

1. Ensures booking and confirmation of booking of passenger transportation with a transfer at an intermediate airport from the transfer airport to the destination, allowing the passenger to arrive at the transfer airport for check-in at the appointed time.

2. Informs the passenger traveling with a transfer or with an aircraft landing at an intermediate airport, about the procedures that the passenger must complete for his/her onward transportation to the destination.

3. Informs the passenger about the requirements of government agencies at the transfer airport for international transportation, including:

- a) on the possibility of registering baggage as transfer baggage to the destination airport when traveling along a transportation route from the departure airport on the territory of the Republic of Uzbekistan to the destination airport with an intermediate landing at the point of departure from the territory of the Republic of Uzbekistan only if it does not contain goods subject to customs declaration in writing;

- b) that the application of a simplified procedure, under which transfer baggage can be registered to the final destination, does not exempt the transfer passenger from compliance with other requirements of the customs legislation of the Republic of Uzbekistan on customs matters.

3.14.6. When performing transportation on a single ticket, baggage check or additional ticket(s), baggage check(s) issued together with it, which indicates the ticket number for which it(they) is issued, LLC «FLY KHIVA GROUP» takes all possible measures to ensure minimum connection time with the flight for which the passenger has a reserved seat, allowing the passenger to go through all pre-flight formalities provided for at the transfer airport and fulfill the requirements related to border, customs, sanitary and quarantine, veterinary, quarantine phytosanitary types of control provided for by the legislation of the Republic of Uzbekistan and / or the legislation of the country to, from or through the territory of which the transportation is carried out.

3.14.7. When checking in the baggage of transfer passengers at the point of departure, each piece of baggage is marked with special transfer tags, the baggage is checked in to the destination.

### **3.15. BUSINESS CLASS PASSENGER TRANSPORTATION.**

3.15.1. Business class passengers are provided with special services at the airport, including check-in at a separate counter, service in the business lounge and delivery on board the aircraft separately from economy class passengers, and are also provided with increased free baggage allowance.

3.15.2. On board the aircraft, business class passengers are provided with seats in the business class cabin and are provided with special services.

3.15.3. Upon arrival, business class passengers leave the aircraft first, separately from economy class passengers, but not before officials.

### **3.16. PASSENGER TRANSPORTATION, TRAVELING ON SERVICE TICKETS.**

3.16.1. Service passengers may be transported on service tickets on FLY KHIVA GROUP flights with their consent. A service passenger may be provided with a service ticket with or without a confirmed reservation.

3.16.2. Passengers traveling on service tickets with a confirmed reservation are served in the same way as passengers who have paid for the ticket, in accordance with the current standard check-in procedures. When servicing passengers without a confirmed reservation, the following conditions must be met:

- a) the passenger may be accepted for carriage if there is free space after check-in;
- b) in case of transit carriage, the passenger should be informed that the carriage may be suspended at any of the transit airports due to the lack of free space on further sections of the carriage, and that LLC «FLY KHIVA GROUP» will not bear any responsibility for this;
- c) in case of transfer carriage, the passenger and his baggage may be checked in only up to the first airport of intermediate landing.

3.16.3. In the event of disruption of flight regularity, passengers with service tickets with confirmed reservations are served in the same way as passengers who have paid for a ticket. Passengers with service tickets without confirmed reservations who have already been accepted for carriage are served in the event of disruption of flight regularity in the same way as all other passengers.

3.16.4. At the transfer airport, passengers with service tickets without confirmed reservations are served in the same way as at the departure airport.

### **3.17. PROVIDING ADDITIONAL SEATS TO PASSENGERS.**

For transportation with increased comfort, the passenger can book the required number of seats. Payment for additional seats is made at 100% of the current tariff.

### **3.18. TRANSPORTATION OF DIPLOMATIC COURIERS**

3.18.1. The diplomatic courier must have and present, upon request of LLC «FLY KHIVA GROUP», documents confirming his special powers as a person accompanying special baggage or mail.

3.18.2. Transportation of diplomatic couriers is carried out in accordance with the requirements of state authorities.

3.18.3. Diplomatic baggage (mail) accompanied by a diplomatic courier may be transported in the aircraft cabin. Such baggage is checked in as unchecked baggage (carry-on baggage) separately from the diplomatic courier's personal baggage and may be placed on a separate passenger seat(s).

3.18.4. The weight of diplomatic baggage (mail) transported in the aircraft cabin must not exceed the average weight of a passenger (no more than 80 kg), and the overall dimensions of the baggage must allow it to be placed on a separate passenger seat(s).

3.18.5. Transportation of diplomatic baggage (mail) is paid for according to the rates established by LLC «FLY KHIVA GROUP», published in the booking systems.

### **3.19. RECOMMENDED SEATS IN THE CABIN OF THE AIRCRAFT FOR ACCOMMODATION OF SPECIAL CATEGORY PASSENGERS.**

3.19.1. The following passengers belong to a special category:

- a) unaccompanied children;
- b) passengers with disabilities;
- c) crew members performing a flight to the destination of the mission.

3.19.2. The recommended placement of passengers of this category, depending on the type of aircraft, is



given in Appendix No. 5.

*Note:*

*It is prohibited to place more than one child under 2 years of age (without a seat) on one block of seats intended for passengers with small children.*

### **3.20. TRANSPORTATION UNDER CONVOY**

LLC «FLY KHIVA GROUP» does not transport escorted convicts and persons in custody.

## **CHAPTER 4. LUGGAGE TRANSPORTATION**

### **4.1. GENERAL REQUIREMENTS**

4.1.1. Passenger baggage is accepted for transportation by LLC «FLY KHIVA GROUP» when it is checked in for transportation at the departure airport, transfer airport, stopover airport or other check-in point.

4.1.2. Passenger baggage accepted for transportation by LLC «FLY KHIVA GROUP» as checked baggage is carried in the BCC of the aircraft. Items that are with the passenger are carried in the aircraft cabin as unchecked baggage (carry-on baggage).

4.1.3. LLC «FLY KHIVA GROUP» transports passenger baggage to the destination on the aircraft on which the passenger to whom the baggage belongs is being carried. If such transportation is impossible, LLC «FLY KHIVA GROUP», in agreement with the passenger, transports the passenger's baggage on the aircraft performing the next flight to the passenger's destination.

4.1.4. LLC «FLY KHIVA GROUP» has the right to refuse transportation of a passenger's baggage if the weight, number of pieces, contents, size or packaging do not comply with the requirements of these Rules.

4.1.5. The baggage of a passenger who does not show up for boarding the aircraft after check-in, as well as the baggage of a transit passenger who does not show up for boarding and his hand luggage located on board the aircraft, are subject to mandatory removal from the aircraft and mandatory inspection.

### **4.2. FREE BAGGAGE ALLOWANCE**

4.2.1. The passenger has the right to carry his/her baggage within the limits established by LLC «FLY KHIVA GROUP» without additional payment (hereinafter referred to as FREE BAGGAGE ALLOWANCE).

The carry-on baggage declared for carriage by the passenger at check-in, which exceeds the free baggage allowance for carry-on baggage:

- by the number of carry-on baggage pieces; or
  - by the weight of the carry-on baggage piece; or
  - by at least one maximum permissible overall dimension of the carry-on baggage piece,
- is allowed for carriage only as checked baggage in the BCC of the aircraft in compliance with the free baggage allowance for checked baggage.

4.2.2. Standard conditions of the free baggage allowance on international and domestic flights of LLC «FLY KHIVA GROUP»:

- for economy class service
  - one piece of checked baggage weighing no more than 23 kg, with the sum of three dimensions not exceeding 158 cm
  - one piece of hand luggage up to 10 kg, with the sum of three dimensions not exceeding 118 cm (55x40x23 cm)
- for business class service
  - two pieces of checked baggage weighing no more than 32 kg each, with the sum of three dimensions not exceeding 158 cm each
  - one piece of hand luggage up to 10 kg, with the sum of three dimensions not exceeding 118 cm (55x40x23 cm)

#### **NOTES:**

- *The specified standard free baggage allowance applies to adult passengers, children from two to twelve years old, and children under two years old with a seat.*

- *For children under two years old without a separate seat, the free checked baggage allowance is 1 piece weighing no more than 10 kg and the sum of three overall dimensions no more than 158 cm.*

4.2.3. LLC «FLY KHIVA GROUP» has the right to change the free transportation standards depending on the route and type of aircraft, and the changes are approved by the General Director by the relevant document on the list of additional services on international and local routes of LLC «FLY KHIVA GROUP».

4.2.4. Procedure for applying baggage transportation rates:

If the baggage exceeds the free baggage allowance established by these Rules:

- by the number of pieces of baggage;
- by the permissible weight of a piece of baggage;
- by the sum of the three overall dimensions of a piece of baggage;

a fee is charged for the carriage of baggage carried in excess of the free baggage allowance at the current rates of LLC «FLY KHIVA GROUP», registered in the established manner

4.2.5. Free baggage allowance applies to both scheduled and charter flights. Charter flights may have exceptions based on contractual relations with the Customer. LLC «FLY KHIVA GROUP» has the right to apply increased free baggage allowance from the established tariff on certain air transportation routes.

4.2.6. As carry-on baggage in excess of the norm established by LLC «FLY KHIVA GROUP» and without charging an additional fee, the passenger has the right to carry the following items:

- a backpack with the sum of 3 dimensions of 115 cm and a maximum weight of 5 kg, or a handbag, or a briefcase with items placed in the backpack, or bag, or briefcase,

- A bouquet of flowers;
- Outerwear;
- Baby food for the child during the flight;
- A suit in a garment bag;
- A device for carrying a child (a baby cradle, restraint systems (devices) for children under two

years of age, a baby carriage and other devices) when transporting a child, the dimensions of which are established by this Standard and allow them to be safely placed in the aircraft cabin on the shelf above the passenger seat or under the seat of the passenger seat in front.

- Medicines, special dietary needs in the amount required for the duration of the flight.
- Crutches, canes, walkers, rollators, folding wheelchairs used by a passenger and of dimensions that allow them to be safely placed in the aircraft cabin on the shelf above the passenger seat or under the seat in front of the passenger.

- Goods purchased in duty-free shops at the airport, packed in a sealed (tamper-evident) plastic bag, in accordance with the restrictions of the duty-free shop itself.

4.2.7. LLC «FLY KHIVA GROUP» accepts for carriage special categories of baggage, to which the free baggage allowance does not apply:

- Pets, birds.
- Special equipment, bladed weapons and firearms, ammunition for them. The carriage of the specified baggage is paid for in accordance with the published rates, regardless of other items of the passenger transported as baggage.

4.2.8. At the request of passengers traveling together for the same purpose of travel, confirmed by documents (the numbers of the itinerary receipts follow one another or the tickets are purchased from the same agency on the same day), to the same airport (point) of destination or airport (point) of stopover on the same flight (family members, persons traveling together or traveling on a business trip), and when such passengers conclude air transportation agreements for passengers that provide for a free baggage allowance, LLC «FLY KHIVA GROUP» applies a combined free baggage allowance to these passengers. In the event that passengers traveling together for the same purpose to the same destination airport (point) or stopover airport (point) on the same flight (family members, persons traveling together or traveling on a business trip) enter into air carriage agreements for passengers that do not provide for a free baggage allowance, and provided that such passengers pay for baggage at the baggage rate established by the carrier, the carrier is obliged, at the request of the passengers, to combine the weight of the baggage provided for by the baggage rate. The weight of one piece of combined baggage must not exceed thirty

kilograms and is accepted for carriage without charging an additional fee. If the weight of one piece of combined baggage exceeds thirty kilograms, payment for such baggage is made in accordance with the carrier's rules. Baggage must be checked in for each passenger individually.

4.2.9. In the event of an involuntary downgrade of the class of service, the passenger has the right to carry baggage according to the free baggage allowance established for the paid class of service.

4.2.10. When flying on codeshare flights with other Carriers, the baggage allowance of the Carrier actually performing the flight may apply, unless otherwise provided by the Agreement between the Partner Carriers.

4.2.11. LLC «FLY KHIVA GROUP» or its Authorized Agent, when issuing a ticket, shall inform the passenger of the baggage carriage conditions, the established free baggage allowance, as well as the need to pay for the carriage of excess baggage or baggage subject to mandatory payment.

4.2.12. If the free baggage allowance indicated in the itinerary receipt is greater than that established by LLC «FLY KHIVA GROUP», LLC «FLY KHIVA GROUP» shall not have the right to reduce the free baggage allowance indicated in the itinerary receipt for the passenger. If the norm in the itinerary receipt is less than that established by LLC «FLY KHIVA GROUP», then LLC «FLY KHIVA GROUP» has the right to increase the free baggage allowance to the norm established for this route.

### **4.3. CHECKED BAGGAGE**

4.3.1. When registering a ticket and checking in baggage for transportation, the passenger must present for weighing all baggage intended for transportation, except for items that are with the passenger and not included in the baggage, which the passenger has the right to carry in excess of the established free baggage allowance and without charging a fee.

4.3.2. LLC «FLY KHIVA GROUP» or the Service Organisation shall post information on the acceptance of baggage for transportation, the number of pieces and the weight of baggage, except for items that are with the passenger and not included in the baggage, which the passenger has the right to carry in excess of the established free baggage allowance and without charging a fee, in electronic form in the automated registration system.

4.3.3. When checking in baggage, the passenger is given a part (tear-off coupon) of the numbered baggage tag, and the other part is attached to each piece of baggage accepted by LLC «FLY KHIVA GROUP» for transportation under the responsibility of LLC «FLY KHIVA GROUP» for the safety of these items from the moment they are handed over by the passenger until the moment they are issued to the passenger (hereinafter referred to as checked baggage).

4.3.4. The numbered baggage tag serves to identify each piece of checked baggage and contains the following information:

- a). passenger's first and last name;
- b). flight number;
- c). departure date;
- d). departure airport (point);
- e). destination airport (point) to which checked baggage is accepted for carriage;
- f). baggage piece weight;
- g). other additional information, if necessary.

4.3.5. To indicate special conditions of carriage, a special unnumbered baggage tag may be additionally attached to the checked baggage.

4.3.6. The checked baggage of the passenger is transported on the same aircraft of LLC «FLY KHIVA GROUP» on which the passenger is traveling.

4.3.7. Each piece of checked baggage is accepted for carriage if it has proper packaging that ensures its safety during transportation and handling and eliminates the possibility of:

- causing harm to passengers;
- causing harm to crew members;
- causing harm to third parties;
- damage to the aircraft;
- damage to the baggage of other passengers;

- damage to other property.

Baggage that does not meet the listed requirements will not be accepted for transportation.

4.3.8. LLC «FLY KHIVA GROUP» and/or the Service Provider shall be responsible for the safety of the checked baggage and its packaging after the baggage has been checked in for transportation.

4.3.9. From the moment the checked baggage is handed over for transportation until the moment it is issued, the passenger is prohibited from accessing the checked baggage, except in cases of its identification or additional inspection by the relevant authorized services.

4.3.10. LLC «FLY KHIVA GROUP» has the right to check the weight of the baggage carried by the passenger at the airport of departure and/or at the airport of destination. If it is established that the passenger is carrying baggage in excess of the established free allowance without appropriate payment for this transportation, LLC «FLY KHIVA GROUP» may require payment for the transportation of such part of the baggage.

4.3.11. The sum of three dimensions of one piece of baggage shall not exceed 203 cm, the weight of one piece of checked baggage shall not exceed 32 kg, with the exception of a wheelchair used by a disabled passenger or other person with limited mobility. Baggage exceeding the specified size and/or weight shall be transported only by prior arrangement with LLC «FLY KHIVA GROUP» and shall be paid for at the established rate or processed as cargo in accordance with the rules for the carriage of cargo, while free baggage allowance does not apply to excess baggage.

4.3.12. LLC «FLY KHIVA GROUP» has the right to refuse to accept baggage for transportation as checked baggage, the weight and/or size of which do not meet the requirements established by these Rules.

4.3.14. In case of a connection of less than 24 hours, transfer baggage shall be processed to the final destination or to the transfer point, depending on the capabilities of the departure/transfer airport and the requirements of government agencies at the transfer point. If a passenger has a connection between flights longer than 24 hours, their baggage is checked in only up to the transfer point.

4.3.15. The use of a simplified procedure, whereby transfer baggage can be checked in up to the final airport of destination, does not exempt the transfer passenger from complying with other requirements and the legislation of the Republic of Uzbekistan on customs matters.

4.3.16. The presentation of transfer baggage, checked in in accordance with the legislation of the Republic of Uzbekistan, by LLC «FLY KHIVA GROUP» to the customs authority for customs control at the transfer airport does not exempt the passenger from liability for violating the legislation of the Republic of Uzbekistan on customs matters.

#### **4.4. ITEMS LOCATED WITH THE PASSENGER (HANDBAGGAGE)**

4.4.1. Items located with the passenger (handbaggage) are unchecked baggage and are accepted for carriage as part of the free baggage allowance.

4.4.2. Items whose maximum weight and dimensions are limited by LLC «FLY KHIVA GROUP» and allow them to be safely placed in the aircraft cabin are accepted for carriage as carry-on baggage.

4.4.3. When carrying carry-on baggage, it is placed under the passenger seat. Small lightweight items and the passenger's outerwear weighing no more than 2 kg are placed in the lockable overhead bin above the passenger seat.

4.4.4. When registering carry-on baggage carried in the aircraft cabin, LLC «FLY KHIVA GROUP» or the Handling Organization issues the passenger an unnumbered "Carry-on Baggage" tag and enters the weight of the carry-on baggage into the automated check-in system.

4.4.5. The passenger is obliged to take care of the safety of hand luggage and things carried by the passenger in the cabin of the aircraft. LLC «FLY KHIVA GROUP» does not bear RESPONSIBILITY for hand luggage and things carried by the passenger in the cabin of the aircraft. When leaving the aircraft, the passenger is obliged to take with him the hand luggage placed on board the aircraft and things carried in the cabin of the aircraft.

#### **4.5. EXCESS, HEAVY AND OVERSIZED BAGGAGE**

4.5.1. Excess baggage, oversized baggage and heavy baggage are accepted for carriage only if there is free capacity on the aircraft of LLC «FLY KHIVA GROUP» and subject to payment by the passenger for the carriage of such baggage, except for cases when the carriage of such baggage was agreed upon with LLC «FLY KHIVA GROUP» and paid for during booking, as well as cases of carriage of wheelchairs and other assistive devices used by disabled passengers and other persons with disabilities in accordance with the procedure for providing services to disabled passengers and other persons with disabilities at airports and on aircraft.

4.5.2. LLC «FLY KHIVA GROUP» has the right to limit acceptance, transportation or refuse to transport baggage, the weight of which exceeds the free baggage allowance established by LLC «FLY KHIVA GROUP», unless such transportation has been previously agreed upon with LLC «FLY KHIVA GROUP».

4.5.3. If a passenger presents baggage for transportation with a weight and/or size less than what was booked and pre-paid for, LLC «FLY KHIVA GROUP» shall refund to the passenger the difference in the payment for transportation between the booked and actual weight and/or size of the baggage.

4.5.4. A passenger en route has the right to reduce or, with the consent of LLC «FLY KHIVA GROUP», increase the weight and number of pieces of baggage being transported. If a passenger increases the weight and/or number of pieces of baggage being transported en route, he/she shall pay the cost of transportation of baggage, the weight or dimensions of which exceed the free baggage allowance established for the previously paid transportation. If the passenger reduces the weight of the baggage being transported en route, LLC «FLY KHIVA GROUP» will not make any recalculations for the previously made payment for baggage.

4.5.5. When booking capacity on an aircraft, the passenger must inform LLC «FLY KHIVA GROUP» or its Authorized Agent about the transportation of oversized baggage. LLC «FLY KHIVA GROUP» has the right to refuse to accept unbooked oversized baggage for transportation.

4.5.6. Oversized baggage is baggage, the dimensions of one piece of which in the sum of three dimensions are from 158 to 203 cm. Heavy baggage is baggage, the weight (of one piece) of which is from 24 to 32 kg. and does not exceed 158 cm in the sum of three dimensions.

4.5.7. The free baggage allowance does not apply to oversized and heavy baggage.

4.5.8. Oversized baggage is accepted for carriage provided that the dimensions of the loading hatches and BCC of the aircraft of LLC «FLY KHIVA GROUP» allow for its loading (unloading) into (from) the aircraft and placement on board the aircraft. This baggage must have handles for carrying and devices for securing it when placing it on the aircraft.

4.5.9. If it is necessary to transport excess, heavy or oversized baggage on the aircraft of several Carriers, the passenger must obtain the consent of these Carriers for such transportation.

#### **4.6. DOCUMENTS FOR PAYMENT OF EXCESS BAGGAGE**

4.6.1. The carriage of oversized baggage, heavy baggage, pets and birds is paid for based on the actual weight of such baggage at the baggage rates established by LLC «FLY KHIVA GROUP», regardless of other items of the passenger carried as baggage, with the exception of a guide dog accompanying a passenger who is visually impaired, as well as a wheelchair used by a passenger with disabilities and other persons with limited mobility.

4.6.2. A receipt for payment of excess baggage or an electronic miscellaneous document (EMD) certifies the passenger's payment for the carriage of baggage.

#### **4.7. LUGGAGE TRANSPORTATION WITH ADDITIONAL SEATS IN THE AIRCRAFT CABIN**

4.7.1. Passenger baggage that requires special precautions during transportation or special conditions for its handling (fragile and breakable items, film and photographic equipment, television and video equipment, radio equipment, household office equipment, musical instruments, electronic and optical devices, etc.) may be transported in the aircraft cabin and placed on a separate passenger seat(s).

4.7.2. Luggage transportation in the aircraft cabin is processed and carried out upon prior agreement with LLC «FLY KHIVA GROUP». The passenger is obliged to inform LLC «FLY KHIVA GROUP».

Authorized agent about the transportation of baggage in the aircraft cabin when booking transportation or purchasing a ticket and pay for a separate seat(s) for this baggage.

4.7.3. A separate ticket is issued for the carriage of baggage in the aircraft cabin, the cost of which is 100% of the fare at which the carriage of the accompanying passenger is issued for one additional passenger seat. When transporting baggage on several passenger seats, the cost of transportation is calculated based on the number of passenger seats required to accommodate the baggage.

4.7.4. The weight of one piece of baggage transported in the cabin of the aircraft of LLC «FLY KHIWA GROUP» must not exceed the average weight of a passenger (no more than 80 kg), and its overall dimensions (135X50X30) must allow it to be placed on a separate passenger seat(s). Luggage packing transported in the cabin of the aircraft must ensure its fastening on a passenger seat.

4.7.5. Delivery to the aircraft of baggage carried in the aircraft cabin, its lifting, placement in the aircraft cabin, removal from the aircraft and delivery from the aircraft are carried out by the passenger carrying this baggage.

#### **4.8. REQUIREMENTS FOR THE CONTENTS OF BAGGAGE AND HAND LUGGAGE**

4.8.1. In order to ensure flight safety, the following items are not accepted for carriage on board an aircraft as baggage, carry-on baggage or items carried by a passenger:

a) items and substances, the transportation of which is prohibited by the law of the Republic of Uzbekistan and regulations of the Government, rules and regulations of state bodies of the Republic of Uzbekistan, international documents in the field of civil aviation, international agreements of the Republic of Uzbekistan, documents of state bodies of any country, to the territory or through the territory of which the transportation is carried out;

b) explosives, blasting agents and items filled with them, ammunition, illuminating substances and rockets, pyrotechnic products;

c) compressed and liquefied gases;

d) flammable liquids;

e) flammable solids;

f) oxidizing materials and substances, and organic peroxides;

g) toxic substances;

h) radioactive materials;

i) caustic and corrosive substances;

j) firearms and bladed weapons of all types (including gas), except in cases and in the manner established by the legislation of the Republic of Uzbekistan;

k) other materials and substances that may cause harm to passengers, aircraft or property on board the aircraft or may be used to commit acts of unlawful interference with civil aviation activities;

l) gas cartridges and cartridges for gas pistols (revolvers);

m) poisonous, toxic and irritating substances;

n) magnetized materials;

o) lighters for personal use containing unabsorbed liquid fuel for lighters and refilling elements, thermal matches;

p) liquids in containers with a capacity of more than 100 ml, even if the container is only partially filled. A detailed list of dangerous substances and articles prohibited for carriage on board aircraft is contained in ICAO TI (Doc 9284).

4.8.2. Products and substances that may be transported in limited quantities:

a) Cylinders of Category 2.2 gas specified in the ICAO TI for the operation of artificial limbs; non-radioactive drugs, medicines containing alcohol and toiletries (aerosols, hairspray, perfumes, colognes) - the total net quantity of each individual item or substance must not exceed 0.5 kg or 500 ml, the total net quantity of all items carried by one passenger must not exceed 2 kg or 2 liters.

b) Catalytic hair curling irons containing hydrocarbon gas - no more than one curling iron per passenger.

4.8.3. Items and substances that may be transported in limited quantities and only in checked baggage

with isolated passenger access to baggage during the flight:

a) Crossbows, spearguns, sabers, cleavers, yataghans, broadswords, swords, rapiers, bayonets, daggers, hunting knives, knives with ejectable blades, knives with locking locks, imitations of any type of weapon.

b) Household knives (scissors) with a blade (edge) length over 60 mm.

c) Alcoholic beverages containing more than 24% but not more than 70% alcohol by volume in containers with a capacity of no more than 5 liters, in containers intended for retail sale - no more than 5 liters per passenger.

d) Liquids and alcoholic beverages with an alcohol content by volume of not more than 24%

e) Aerosols intended for use in sports or household purposes, the release valves of the cans of which are protected by caps against spontaneous release of the contents, in containers with a capacity of not more than 0.5 kg or 500 ml - not more than 2 kg or 2 liters per passenger.

f) Internal combustion engines or fuel cell engines that comply with the requirements of special provision A70 of the ICAO TI. The items, products and substances specified in this paragraph are accepted for carriage as checked baggage.

4.8.4. Products and substances that may be transported in limited quantities in passengers' belongings:

a) Medical thermometer – one per passenger.

b) Mercury tonometer in a standard case – one per passenger.

c) Mercury barometer or manometer, packed in a sealed container and sealed with the sender's seal.

d) Dry ice for cooling perishable products – no more than 2 kg per passenger.

e) 3% hydrogen peroxide – no more than 100 ml per passenger.

f) Fuel cells used to power portable electronic devices (e.g. camera, cell phone, laptop computer and video camera) and spare fuel cell cartridges – in accordance with the requirements of ICAO TI.

g) Liquids, gels and aerosols classified as non-hazardous in containers with a capacity of no more than 100 ml (or equivalent capacity in other units of volume measurement), packed in a securely sealed transparent plastic bag with a volume of no more than 1 liter – one bag per passenger. Liquids in containers with a capacity of more than 100 ml will not be accepted for carriage, even if the container is only partially filled. Exceptions for carriage are medicines, baby food and special dietary needs.

h) Liquids purchased in duty-free shops at the airport or on board the aircraft must be packed in a securely sealed (leaded) plastic bag that ensures identification of access to the contents of the package during the flight, on which there is reliable confirmation that this purchase was made in airport duty-free shops or on board the aircraft on the day(s) of travel.

LLC «FLY KHIVA GROUP» has the right to make a decision on the introduction of additional measures to ensure aviation security on flights with increased danger, as a result of which it prohibits the transportation of the following items in the aircraft cabin:

a) corkscrews;

b) hypodermic needles (unless medical justification is provided);

c) knitting needles;

d) scissors with a blade length of less than 60 mm;

e) folding (without a lock) travel, penknives with a blade length of less than 60 mm.

4.8.5. Products and substances that may be transported as passenger baggage with the permission of LLC «FLY KHIVA GROUP»:

a) A wheelchair or other battery-powered mobility aid fitted with a non-spillable wet battery and carried as checked baggage, provided that the battery terminals are protected against short circuits and the battery is securely attached to the wheelchair or mobility aid. Where the design of the mobility aid specifically allows the battery to be removed by the user (e.g. folding design), the battery must be carried in strong, rigid packaging and the battery must be protected against short circuits. b) Invalid wheelchairs or other battery-powered mobility aids containing batteries of the spillable type and carried as checked baggage, provided that the wheelchair or mobility aid can be loaded, stowed, secured and unloaded only in the upright position and provided that the battery is disconnected, the battery terminals are protected against short circuits and the battery is securely attached to the wheelchair or mobility aid. If the battery is removed from the wheelchair, it must be protected against short circuits, carried in strong, rigid packaging that is leak-proof and impermeable to battery fluids, surrounded by absorbent material sufficient to absorb



all the liquid it contains.

c) A wheelchair or other mobility aid powered by lithium ion batteries and carried as checked baggage, provided that the battery terminals are protected against short circuits and the battery is securely attached to the wheelchair (mobility aid). In cases where the design of the mobility aid specifically provides for the removal of the battery by the user (e.g. a folding design), the battery shall be removed and carried in the passenger cabin under the seat in front, provided that the battery terminals are protected against short circuits, the battery is protected from damage (e.g. by placing it in a protective bag), and the energy capacity of the battery does not exceed 300 Wh. Only one spare battery with an energy capacity of not more than 300 Wh or two spare batteries, each with an energy capacity of not more than 160 Wh, shall be permitted to be carried in the cabin.

4.8.6. Carriage of lithium-ion, lithium-metal batteries and devices containing such batteries:

4.8.6.1. Portable electronic devices (watches, calculators, cameras, cellular phones, laptop computers, video cameras, etc.) containing lithium-metal or lithium-ion cells or batteries, when carried by passengers or crew for personal use, must be carried as carry-on baggage. If such devices are carried in checked baggage, measures must be taken to prevent their inadvertent activation.

4.8.6.2. Portable medical electronic devices (automated external defibrillators (AEDs), nebulizers, continuous positive airway pressure (CPAP) devices, etc.) containing lithium metal or lithium ion cells or batteries may be carried as carry-on baggage only.

4.8.6.3. Spare batteries must be separately protected so as to prevent short circuits (e.g. by placing them in retail packaging or taping exposed terminals or placing each battery in a separate plastic bag or protective pouch) and may be carried as carry-on baggage only.

4.8.6.4. Each installed or spare battery:

a) for lithium metal batteries, the lithium content must not exceed 2 g;

b) for lithium ion batteries, the Watt-hour rating must not exceed 100 Wh. Lithium ion batteries with a Watt-hour rating exceeding 100 Wh but not exceeding 160 Wh may be carried as spare batteries in carry-on baggage or in equipment located either in checked baggage or carry-on baggage. No more than two individually protected spare batteries may be carried per passenger.

4.8.7. The passenger is responsible for the carriage in baggage of items prohibited for carriage or handed over for carriage without compliance with the requirements and conditions of carriage established by these Rules.

## **4.9. TRANSPORTATION OF WEAPONS AND AMMUNITION.**

4.9.1. Air transportation of weapons, ammunition and special means (hereinafter weapons) is carried out in accordance with the legislation of the Republic of Uzbekistan and regulatory documents of the Republican executive bodies developed on its basis, laws of other states and international treaties of the Republic of Uzbekistan.

4.9.2. Transfer transportation of any types of weapons and ammunition is prohibited.

4.9.3. During the flight, a passenger is prohibited from having in the aircraft cabin:

a). Firearms, gas, pneumatic, bladed and mechanical weapons of all types.

b). Pistols, revolvers, rifles, carbines and other firearms, gas, pneumatic weapons, electric shock devices and their imitators.

c). Any models and dummies of weapons, including children's toys.

d). Crossbows, spearguns, sabers, cleavers, yataghans, broadswords, swords, rapiers, bayonets, dirks, stilettos, knives (hunting, paratrooper, Finnish, bayonet knives, knives with an ejecting blade, with a locking blade, household knives regardless of their purpose).

e). Explosives, means and objects filled with them (any gunpowder, in any packaging and in any quantity).

f). Live ammunition (including small-caliber).

g). Gas weapon cartridges.

h). Caps (hunting pistons).

i). Pyrotechnic devices.

j). Signal and illumination flares.

k). Signal cartridges, landing bombs, smoke cartridges, bombs, matches, sparklers, railway firecrackers.

l). TNT, dynamite, TOL, ammonal and other explosives.

m). Detonator caps, electric detonators, electric igniters, detonating and fire-conducting cords.

4.9.4. The weapon of a passenger who has the right to store and carry it, at the airport of departure is obligatory transferred to LLC «FLY KHIVA GROUP» for the duration of the flight and is issued after the flight at the airport of destination.

4.9.5. If the route of the aircraft passes through the state border, the issue of carrying weapons on board the aircraft must be settled by the passenger in advance with the relevant authorities of the interested states in order to comply with the laws and regulations in force in these states. The passenger must have permission to enter the country with weapons from the competent authorities of this state.

4.9.6. Acceptance of weapons for transportation, execution of the necessary documents, delivery on board the aircraft at the airport of departure and issue of weapons at the airport of destination are carried out by SAB employees. Acceptance of weapons for transportation from a passenger for the duration of the flight is carried out no later than fifty minutes before the departure time of the aircraft indicated on the ticket, and is formalized by an act drawn up in three copies, which are signed by the passenger - the owner of the weapon, the SAB employee and the employee of the internal affairs agencies for transport:

a) The first copy of the act is also signed by LLC «FLY KHIVA GROUP» and remains at the departure airport in SAB.

b) The second copy is handed over to LLC «FLY KHIVA GROUP».

c) The third copy is given to the passenger to receive the weapon at the destination airport.

4.9.7. The SAB employee informs the passenger - the owner of the weapon about the procedure for receiving it at the destination airport.

4.9.8. NCS employees who have the appropriate travel orders and are on duty do not transfer weapons to the Carrier for temporary storage during the flight.

4.9.8.1. NCS employees who have the appropriate travel orders and are on duty are not charged for the transportation of weapons.

4.9.8.2. Employees of the State Security Service, the Ministry of Internal Affairs, military personnel and employees of other paramilitary organizations who have the appropriate travel orders and are on duty shall pay for the transportation of weapons in accordance with the concluded commercial Agreement, or in cash in the absence thereof.

4.9.9. The weapons are transported in the BCC of the aircraft in the passenger's packaging, sealed by the SAB (special container, case, case, cover) and meeting the requirements of aviation security.

4.9.10. The weapons are transferred to the passenger at the destination airport by the SAB employees upon presentation by the passenger - the owner of the weapons of the third copy of the act, an identity document, a document for the right to carry and store weapons, and, if necessary, the appropriate permit for its import into the territory of the Republic of Uzbekistan and export outside the Republic of Uzbekistan.

4.9.11. Weapons unclaimed by the passenger at the destination airport are handed over by the SAB employees to the employees of the internal affairs agencies.

#### **4.10. TRANSPORTATION OF PETS AND BIRDS**

4.10.1. The following pets may be transported on board of LLC «FLY KHIVA GROUP» aircraft as baggage and carry-on baggage: dogs, cats, birds. Any other animals are not accepted for carriage as baggage and carry-on baggage and may be transported as cargo.

4.10.2. Pets/birds may be transported on board of LLC «FLY KHIVA GROUP» aircraft as checked baggage (in the BCC of the aircraft) or in the aircraft cabin upon prior agreement with LLC «FLY KHIVA GROUP», as well as with the permission of the countries of arrival or transit in case of international air transportation.

4.10.3. The passenger must inform LLC «FLY KHIVA GROUP» or its Authorized Agent about the carriage of pets/birds when booking the carriage or purchasing a passenger ticket, but no later than 48 hours before the flight departure time. When checking in, a passenger transporting a pet/bird must

provide a note/record of the pre-flight veterinary examination of the pet/bird, made by the veterinary office of the departure airport.

4.10.4. When transporting a pet/bird on an aircraft, it must be placed in a rigid packaging container (wooden, plastic) or in a metal cage, with access to air and a strong lock. The size of the container/cage must allow the animal to stand up to its full height and turn 360 degrees. The bottom of the container/cage must be waterproof and covered with absorbent material, there must be a side around the perimeter of the bottom to prevent spillage of the absorbent material. Bird cages must be covered with dense, opaque fabric.

4.10.5. When transporting in the BCC of an aircraft, no more than two adult animals can be placed in one container/cage, if the weight of each does not exceed 11 kg and they get along together. Animals of greater weight must be transported in separate containers/cages. No more than three animals of the same litter, no older than 6 months, may be placed in one container/cage.

4.10.6. Transportation of pets/birds in the aircraft cabin is only possible with prior confirmation of such transportation by LLC «FLY KHIVA GROUP» in the booking system and provided that the animal/bird is transported by an adult passenger (no more than 1 container/cage per passenger). Animals/birds must be in containers/cages. The weight of a container/cage with an animal/bird must not exceed 8 kg. The dimensions of a container/cage in the sum of three dimensions (length/height/width) must not exceed 115 cm, while the height of a container/cage must not exceed 20 cm. Passengers with animals are provided with seats in the last five rows in the aircraft cabin for economy class passengers. During the flight, the container/cage with the animal/bird in the aircraft cabin must be placed under the seat in front of the seat. It is prohibited to place a container/cage with an animal/bird near an emergency exit, in the aisle, or on the luggage rack. The animal/bird must be kept inside a closed container/cage for the entire time it is on board the aircraft (during the flight, during taxiing, boarding/disembarkation of passengers).

4.10.7. When transporting indoor animals/birds by air, the passenger must have the necessary documents stipulated by the legislation of the Republic of Uzbekistan, international treaties and the legislation of the country to, from or through which the transportation is carried out. Registration of veterinary accompanying documents (VAD) is not required when moving domestic, service, decorative animals across the territory of the Republic of Uzbekistan, carried out without a change of owner and not related to the implementation of entrepreneurial activity, excluding their movement to exhibition events.

4.10.8. LLC «FLY KHIVA GROUP» reserves the right to limit the number of animals transported on one flight, depending on the type of aircraft, flight route, commercial load, etc. No more than 2 (two) containers/cages with indoor animals/birds of non-antagonistic species may be transported in the aircraft cabin. Antagonistic animals (cat/dog, cat/bird) may be transported on the aircraft at the same time, provided that the requirements for their placement in the aircraft cabin are met (on blocks of passenger seats separated by the central aisle of the passenger cabin and placed in different rows of passenger seats) and in quantities of no more than one animal of each species.

4.10.9. Free baggage allowance does not apply to indoor animals/birds. Transportation of animals/birds is paid for at the rate for excess baggage, based on the actual weight of the animal/bird together with the container/cage.

4.10.10. Animals/birds are accepted for transportation provided that the passenger assumes full responsibility for them. LLC «FLY KHIVA GROUP» shall not be liable to the passenger for illness or death of transported animals/birds, for loss, delay in delivery of animals/birds or for damage caused to third parties by such animals/birds, nor shall it be liable to the passenger transporting the animal/bird in the event of refusal to import or transport the animal/bird through any country or territory.

#### **NOTE**

- *LLC «FLY KHIVA GROUP» informs that the air temperature in the baggage and cargo compartments of aircraft can drop to 0 degrees Celsius, the air content and pressure correspond to normal values;*
- *During transportation on the airport territory, as well as while waiting to be loaded onto the aircraft and when unloading from the aircraft, the animal(s) will be in the open air. When planning to transport a live animal as checked baggage, the passenger independently decides on the possibility of transporting his/her animal/bird under the specified conditions depending on the*

*type (breed) of the animal/bird and bears full responsibility for his/her animal/bird and its condition during and as a result of transportation.*

- *Live animals may be transported as checked baggage only with the written consent of the passenger to transport the live animal/bird under the specified conditions, in which the passenger releases LLC «FLY KHIVA GROUP» from liability for any harm to the health of the animal(s) caused by the impact of the transportation conditions, from the moment the animal(s)/bird is handed over as baggage until the moment the animal(s)/bird is handed over to the passenger at the arrival airport.*
- *LLC «FLY KHIVA GROUP» does not transport brachycephalic dogs as checked baggage.*

4.10.11. The passenger is obliged to comply with all requirements of LLC «FLY KHIVA GROUP» and is obliged to compensate LLC «FLY KHIVA GROUP» for direct and recourse claims for all losses and additional expenses in the event of damage caused by an animal/bird to the aircraft, equipment and gear on board the aircraft, baggage of other passengers, health or life of crew members and other passengers.

#### **4.11. LUGGAGE PACKING**

4.11.1. Each piece of checked baggage must have proper packaging that ensures its safety during transportation and handling and eliminates the possibility of causing harm to passengers, crew members, third parties, damage to the aircraft, baggage of other passengers or other property.

4.11.2. Baggage that does not meet the requirements of paragraph 4.11.1 will not be allowed for transportation.

4.11.3. Combining two or more items in separate packaging into one piece is not allowed.

4.11.4. Baggage in the packaging of which there are sharp, protruding objects, as well as baggage in faulty packaging, will not be allowed for transportation.

4.11.5. LLC «FLY KHIVA GROUP» has the right to refuse to accept a passenger's baggage as checked baggage if the baggage is not placed in packaging that ensures its safety under normal handling conditions.

#### **4.12. BAGGAGE CLAIM**

4.12.1. LLC «FLY KHIVA GROUP» (through the Handling Organization) shall ensure that passengers are informed of the location of the checked baggage claim at the airport of destination, stopover or transfer, as well as of the reason and duration of any delay in the delivery of baggage, and shall ensure that baggage is issued to passengers.

4.12.2. The passenger shall receive his checked baggage immediately after its presentation for issue to LLC «FLY KHIVA GROUP» (through the Handling Organization) at the point of destination, stopover or transfer, based on the tear-off coupon of the numbered baggage tag.

4.12.3. Checked baggage shall be issued at the airport to which the baggage was accepted for carriage.

4.12.4. At the passenger's request, checked baggage may be issued at the airport of departure or at an intermediate landing point, if baggage claim at these points is not prohibited by international treaties of the Republic of Uzbekistan, regulatory legal acts of the Republic of Uzbekistan or the legislation of the country to, from or through the territory of which the transportation is carried out, and if time and circumstances allow for the issue.

4.12.5. In the event of such baggage issue at the point of departure or at an intermediate landing point, all amounts previously paid to LLC «FLY KHIVA GROUP» in connection with the transportation of this baggage may be refunded only with the consent of LLC «FLY KHIVA GROUP».

4.12.6. If the person claiming to receive baggage cannot present the tear-off coupon of the numbered baggage tag, LLC «FLY KHIVA GROUP» (through the Handling Organization) may issue the baggage to such person, provided that such person presents evidence of his/her rights to this baggage by means of its identification. An act on the issue of such baggage is mandatory.

4.12.7. Checked baggage is issued to the passenger or another person who has presented the tear-off

coupon of the baggage tag for each piece of baggage. LLC «FLY KHIVA GROUP» (or the Handling Organization) has the right not to check whether the bearer of the baggage tag actually has the right to receive the baggage, and shall not be liable for damage or expenses incurred by the passenger caused by the issue of baggage without such a check.

#### **4.13. STORAGE, SEARCH AND SALE OF BAGGAGE**

4.13.1. Checked baggage not claimed by the passenger is stored at the destination airport free of charge for seven days, including the day of aircraft arrival.

4.13.2. For storage of baggage in excess of the free storage period, the passenger - the owner of the baggage is charged a fee at the current rates.

4.13.3. Storage of baggage subject to customs control and its disposal are carried out in the manner established by the customs legislation of the Republic of Uzbekistan.

4.13.4. Storage of baggage not delivered to the destination airport within the timeframe in accordance with the passenger's shipping documents due to the fault of LLC «FLY KHIVA GROUP» is carried out at the expense of LLC «FLY KHIVA GROUP».

4.13.5. Storage of baggage not received by the passenger at the destination airport due to the fault of the passenger is carried out at the expense of the passenger.

4.13.6. Passenger baggage that does not have a baggage tag and whose owner has not been identified is considered to be undocumented baggage.

4.13.7. Passenger baggage, including baggage without documented baggage, is considered unclaimed from the moment of its delivery to the destination airport, if no one has received it within 6 months from the date of its arrival. Such baggage is sold by LLC «FLY KHIVA GROUP» in accordance with the legislation of the Republic of Uzbekistan.

4.13.8. LLC «FLY KHIVA GROUP» or the Handling Organization are obliged to take reasonable measures to search for the passenger - the owner of the baggage during the established storage period for unclaimed baggage before its sale.

4.13.9. Baggage without documented baggage, the owner of which was identified as a result of the search, is stored at the airport for 6 months from the date when the destination airport that received such baggage sent the owner a written notice of the baggage's arrival. After this period, the baggage is considered unclaimed and is subject to sale.

4.13.10. Perishable products located in unclaimed or undocumented baggage, in the event of their damage, are subject to destruction. The impossibility of their further storage and the fact of destruction are recorded in a corresponding act.

4.13.11. Carry-on baggage forgotten by a passenger on board an aircraft is stored at the destination airport for the time and under the conditions of storage without documented and unclaimed baggage.

4.13.12. If LLC «FLY KHIVA GROUP» (through the Service Provider) has not issued checked baggage to the passenger at the destination airport, then, upon a written application of the passenger, executed on the basis of the transportation document, LLC «FLY KHIVA GROUP» (through the Service Provider) ensures the necessary measures to search for the checked baggage, including:

- a) sending a request to the airport of departure about the presence of baggage;
- b) sending requests to airports to which the baggage may have been delivered by mistake;
- c) sending a request for the forwarding of baggage in the event of its discovery.

4.13.13. If LLC «FLY KHIVA GROUP» (through the Service Provider) has not issued checked baggage to the passenger, subject to customs clearance, at the airport to which the baggage must be delivered in accordance with the Passenger Air Carriage Agreement, LLC «FLY KHIVA GROUP» shall inform the passenger of the actions that the passenger must take in accordance with the customs legislation of the Republic of Uzbekistan or the legislation of the country to which the baggage must be delivered, in order to deliver the baggage to the passenger at the address specified by him.

4.13.14. If the checked baggage is not found within twenty-one days from the date of filing a claim for non-receipt of baggage, the passenger has the right to demand compensation for damage caused by the loss of the checked baggage.

4.13.15. If checked baggage is found, LLC «FLY KHIVA GROUP» (through the Service Provider) shall

notify the owner of the checked baggage and deliver this baggage to the airport (point) specified by the passenger and, at the passenger's request, to the address specified by them, without charging an additional fee.

4.13.16. If checked baggage with a properly issued numbered baggage tag has arrived at the airport (point) of destination, transfer or stopover and has not been received or claimed by the passenger, LLC «FLY KHIVA GROUP» (through the Service Provider) shall ensure the search for the owner of the checked baggage.

4.13.17. If the search for the owner of the checked baggage has yielded positive results, LLC «FLY KHIVA GROUP» (through the Service Provider) shall ensure that a written notice is sent to the owner of the checked baggage about the need to receive the baggage and about the procedure for receiving or delivering the baggage.

4.13.18. Checked baggage is stored for 6 (six) months from the date of sending the owner of the checked baggage a notice of the need to receive the baggage, and if the owner of the checked baggage is not found - from the date of arrival of the aircraft at the airport. If the passenger does not receive the checked baggage upon expiration of the specified period, the baggage may be sold or destroyed in the manner established by the regulatory legal acts of the Republic of Uzbekistan.

4.13.19. If during the search period the checked baggage, the contents of which spoil after a certain storage period, or under the adverse effects of temperature, humidity or other environmental conditions (hereinafter referred to as perishable baggage) is at risk of spoilage, FLY KHIVA GROUP (through the Service Organization) has the right to immediately destroy all or part of the perishable baggage.

4.13.20. Carry-on baggage and items carried by a passenger and not placed in baggage, which the passenger has the right to carry in excess of the established free baggage allowance and without charging a fee, left or forgotten on board an aircraft, are stored at the airport where they are found for six months from the date of arrival of the aircraft at the airport, and after six months from the date of arrival of the aircraft at the airport they can be sold or destroyed in the manner established by the regulatory legal acts of the Republic of Uzbekistan.

4.13.21. In the event of arrival at the airport of checked baggage, the numbered baggage tag of which indicates an airport (point) different from the airport(s) (point(s)) to which, in accordance with the Air Carriage Agreement of the passenger, the baggage must be delivered (hereinafter referred to as mishandled baggage), or checked baggage that arrived at the airport without a numbered baggage tag and was not claimed by the passenger (hereinafter referred to as undocumented baggage), LLC «FLY KHIVA GROUP» (through the Service Provider) shall ensure the search for the owner of such baggage and its storage for the entire period of the search for the owner of the baggage.

4.13.22. In the event of arrival at the airport of mishandled baggage, LLC «FLY KHIVA GROUP» (through the Service Provider) shall ensure the verification of existing requests for baggage. If there are requests for baggage, LLC «FLY KHIVA GROUP» shall ensure the dispatch of baggage in accordance with the request for baggage. In the absence of requests for baggage, LLC «FLY KHIVA GROUP» (through the Service Provider) ensures that a notification is sent to the airport from which the baggage was delivered and that the baggage is sent in accordance with the data specified in the numbered baggage tag. If it is impossible to send the baggage to the airport in accordance with the numbered baggage tag, LLC «FLY KHIVA GROUP» (through the Service Provider) ensures that the baggage is sent to the airport from which the baggage was delivered.

4.13.23. In the event of undocumented baggage arriving at the airport, LLC «FLY KHIVA GROUP» (through the Service Provider) ensures that a report is drawn up. Undocumented baggage is weighed, opened, its contents are described and sealed. The baggage is opened by a committee created by the Service Provider or LLC «FLY KHIVA GROUP». LLC «FLY KHIVA GROUP» ensures baggage checks based on passenger statements about baggage not being received, and requests are sent to airports from which the baggage could have been delivered. If undocumented baggage is found to match the baggage requests, the baggage is delivered in accordance with this request.

#### **4.14. TRANSPORTATION OF QUARANTINED PRODUCTS AS BAGGAGE**

Transportation of quarantine products (plants, products of plant origin, containers, packaging, soil or other organisms, objects or materials that may become carriers of harmful organisms or contribute to the spread of harmful organisms) is carried out in accordance with international agreements of the Republic of Uzbekistan on plant quarantine, the legislation of the Republic of Uzbekistan in the field of ensuring plant quarantine and the legislation in the field of ensuring plant quarantine of the country to, from or through the territory of which the transportation is carried out.

#### **4.15. TRANSPORTATION OF SMALL-SIZED SELF-PROPELLED DEVICES EQUIPPED WITH LITHIUM BATTERIES.**

4.15.1. These devices are not mobility aids but are classified as portable electronic devices on the basis that they are powered by lithium batteries.

4.15.2. The restriction on the carriage of such portable electronic devices in carry-on or checked baggage is based on the size (watt-hour rating) of the lithium battery:

a) If the specific power of the lithium battery does not exceed 100 Wh, passengers may carry the device in hand luggage and/or checked baggage. Permission from LLC «FLY KHIVA GROUP» is not required.

b) If the specific power of the lithium battery exceeds 100 Wh but is less than 160 Wh, passengers may carry the device in hand luggage and/or checked baggage with permission from the Representative of LLC «FLY KHIVA GROUP».

c) If the specific power of the lithium battery exceeds 160 Wh, transportation of the device in hand luggage or checked baggage is prohibited.

*NOTE. Examples of small-sized self-propelled devices equipped with lithium batteries: monowheels (airwheel, solowheel), hoverboards, gyroscooters (mini-segway, balance wheel).*

4.15.3. Employees of the Service Organization must ensure that:

a) The devices being transported are protected from accidental activation. The device must be in its original factory packaging, or the device must be discharged and the battery removed from the device, which must be checked using the "on/off" button.

b) The device contains a lithium battery with a specific power of no more than 160 Wh. All lithium batteries must be marked on the outside. If for any reason it is impossible to determine the specific power of the battery, and the passenger does not provide a document certifying its power (for example, instructions for use), then such a device is not allowed to be transported in any category of baggage.

*NOTE The Watt-hour capacity of a lithium battery can be calculated by multiplying the voltage (V) and the current/hour (Ah) values. If the current is given in milliamps/hour, then divide the value by 1000 to get the Ampere/hour.*

4.15.4. If, during the boarding of passengers on board the aircraft, the cabin crew discovers a device that does not meet the requirements of LLC «FLY KHIVA GROUP» for the transportation of small-sized self-propelled devices equipped with lithium batteries, the Senior Flight Attendant of the crew / SOP Agent / Representative of LLC «FLY KHIVA GROUP» shall contact the employees of the Service Organization with a request to unload the device from the aircraft in compliance with safety measures.

#### **4.16. DECLARATION OF VALUE OF BAGGAGE**

4.16.1. The passenger has the right to declare the value of his/her checked baggage both at the point of departure and at any intermediate point along the transportation route.

4.16.2. The value of the checked baggage is declared by the passenger for each piece of baggage separately. The declared value must not exceed two million sums, and in case of excess, the passenger is obliged to provide primary documents (receipts, copies of receipts, etc.) for the baggage being assessed. LLC «FLY KHIVA GROUP» leaves a copy of the provided documents at the airport of departure and permits the carriage of baggage if the passenger has fulfilled all the conditions for assessing the baggage.

4.16.3. The fee for the declared value of checked baggage is 10% of the declared value and is paid at the point of departure. The declared value cannot exceed the actual cost of the baggage. Payment for

transportation of baggage with a declared value is certified by a miscellaneous charges order or a receipt for payment of excess baggage, which specifies the points between which the passenger has declared luggage transportation with a declared value.

4.16.4. When a passenger declares the value of the baggage checked in for transportation, LLC «FLY KHIVA GROUP» has the right to demand that the passenger present the contents of the baggage for inspection and, in the event of an obvious discrepancy between the amount of the declared value and the contents of the baggage, establish its value. In the event of a disagreement in the assessment between LLC «FLY KHIVA GROUP» and the passenger, the passenger is obliged to provide evidence of the value of the checked baggage (invoice, price list, check or other document) for which the value has been declared. In the absence of the necessary evidence of the amount of the declared value, LLC «FLY KHIVA GROUP» has the right to refuse to transport baggage with a declared value in the amount specified by the passenger.

4.16.5. In order to establish the actual value of baggage, LLC «FLY KHIVA GROUP» has the right to create a committee consisting of a Representative of LLC «FLY KHIVA GROUP», Agents of the Service Organization and other officials. 4.16.6. All items accepted for transportation as baggage with declared value must be in good, durable packaging that prevents access to the contents. The weight and dimensions of valuable baggage must not exceed the established standards. LLC «FLY KHIVA GROUP» has the right to refuse to accept checked baggage with declared value if the luggage packing is recognized by it as not meeting the requirements of these Rules or if the baggage requires special precautions during transportation.

#### **4.17. PROCESSING EXCESS UNREGISTERED BAGGAGE**

4.17.1. Items exceeding the free baggage allowance for hand luggage established in Section 4.2 of these Rules that were not declared by the passenger for carriage upon check-in but were discovered at the boarding control desk or during the passenger's boarding of the aircraft, will not be accepted for carriage. A representative of LLC «FLY KHIVA GROUP» shall make a decision on admitting such a passenger to board the aircraft.

4.17.2. LLC «FLY KHIVA GROUP» may unilaterally terminate the passenger air carriage agreement in the event of the aircraft passenger's refusal to pay for the carriage of his/her baggage, the weight of which exceeds the established free baggage allowance.

4.17.3. Unchecked baggage, duty-free goods (except drinks, tobacco products, perfumes, cosmetics) and other items that exceed the free baggage allowance for carry-on baggage, detected at the boarding control desk or during the passenger's boarding of the aircraft:

- by the number of pieces of hand luggage;
- or by the weight of a piece of hand luggage;
- or at least by one maximum permissible overall dimension of a piece of hand luggage, upon

agreement with the Representative of LLC «FLY KHIVA GROUP», may be accepted for carriage only as unchecked baggage in the BCC of the aircraft.

4.17.4. If there is a mark in the "NOT ACCEPTED IN CABIN" column, the Boarding Agent of the Handling Organization, when checking in unchecked baggage, shall directly request confirmation from the passenger that there are no items or substances in the given baggage item(s) that are prohibited from being carried in checked baggage.

4.17.5. Unchecked baggage that exceeds the free baggage allowance established by these Rules shall be delivered by the Handling Organization under the aircraft for loading this baggage into the BCC of the aircraft.

4.17.6. After the end of passenger boarding on the aircraft, the Representative of LLC «FLY KHIVA GROUP» checks the LOADSHEET data with the passenger boarding control data and records the boarding results in the column "Last minute changes" in all copies of the LOADSHEET, indicating changes in the quantity and weight of baggage taking into account the added pieces, based on the calculation that each piece of unchecked baggage accepted for carriage in excess of the established carry-on baggage allowance weighs 10 kg.



#### **4.18. REGISTRATION OF WHEELCHAIRS OR INDIVIDUAL MEANS OF TRANSPORTATION USED BY PASSENGERS FROM AMONG DISABLED PASSENGERS AND OTHER PERSONS WITH DISABILITIES AFTER CHECK-IN UNTIL BOARDING THE AIRCRAFT**

4.18.1/(3.8.6). Wheelchairs and other assistive mobility devices used by disabled passengers and other persons with disabilities are carried free of charge as checked baggage in the aircraft's BCC, and the weight of these individual mobility devices is not included in the free baggage allowance.

4.18.2. When checking in a disabled passenger and other persons with disabilities:

- a). The wheelchair/mobility device is subject to weighing.
- b). The wheelchair/mobility device weight data is entered into the automated check-in system.
- c). The wheelchair/mobility device is marked with a checked baggage tag, and the tear-off coupon of the baggage tag is handed to the passenger.
- d). The wheelchair/mobility device is accepted for carriage as checked baggage in excess of the free baggage allowance.

4.18.3/(3.8.7). Folding wheelchairs and other assistive devices used by passengers, whose weight and dimensions allow them to be safely placed in the aircraft cabin on the shelf above the passenger seat or under the seat of the passenger seat in front, are permitted to be carried in the passenger cabin of the aircraft.

4.18.4/(3.8.9). An electrically powered wheelchair used by a passenger shall be placed in checked baggage upon check-in for the flight.

4.18.5/(3.8.10). Passengers using an electrically powered wheelchair shall have a set of keys/devices for disconnecting the terminals of the wheelchair battery, as well as packaging for the battery in accordance with the ICAO Technical Instructions for the Safe Transport of Dangerous Goods by Air. Disconnection and connection of the terminals of the battery of an electric wheelchair is carried out by passengers independently or, upon request for services, by the Service Organization.

4.18.6. LLC «FLY KHIVA GROUP» provides passengers with disabilities and other persons with limited mobility with the opportunity to remain in their own wheelchair (except for an electric wheelchair) or in an individual means of transportation until boarding the aircraft.

4.18.7. Immediately before boarding the aircraft or before passing the boarding control counter, if the passenger has a wheelchair or personal mobility device, the Boarding Agent of the Handling Organization / Representative of LLC «FLY KHIVA GROUP» / Flight attendant offers the passenger or the person accompanying the passenger to bring the wheelchair / personal mobility device into the transport condition and leave it under the aircraft or at the aircraft door (when boarding via a boarding ramp) for loading the wheelchair / personal mobility device into the BCC of the aircraft. In this case, the passenger is informed of the place to receive the wheelchair or personal mobility device at the destination airport (under the aircraft after the passenger has disembarked or in the arrivals hall of the destination airport - in accordance with the requirements of the Handling Organization of the destination airport).

#### **4.19. REGISTRATION OF CHILDREN'S STROLLERS USED BY PASSENGERS AFTER CHECK-IN BEFORE BOARDING THE AIRCRAFT FOR TRANSPORTATION.**

4.19.1. When transporting a child on flights of LLC «FLY KHIVA GROUP», a passenger has the right to transport one baby stroller in addition to the established free baggage allowance and without charging a fee.

4.19.2. When checking in a passenger with a child, if the passenger has a baby stroller:

- a) The baby carriage is subject to weighing.
- b) The baby carriage weight data is entered into the automated check-in system.
- c) The baby carriage is marked with a baggage tag for checked baggage, the tear-off coupon of the baggage tag is handed to the passenger.
- d) The baby carriage is accepted for carriage as checked baggage in excess of the free baggage allowance.

4.19.3. Immediately before boarding the aircraft or before passing through the boarding control counter, if

a passenger with a child has a baby stroller, the Boarding Agent of the Handling Organization / Representative of LLC «FLY KHIVA GROUP» / Flight Attendant offers the passenger to put the baby stroller in a transportable condition and leave it under the aircraft or at the aircraft door (when boarding via a boarding ramp) for loading the baby stroller into the aircraft's BCC. In this case, the passenger is informed of the place to receive the stroller at the destination airport (under the aircraft after the passenger disembarks from the aircraft or in the arrivals hall of the destination airport - in accordance with the requirements of the Handling Organization of the destination airport).

## **CHAPTER 5. ADMINISTRATIVE FORMALITIES**

### **5.1. GENERAL REQUIREMENTS**

5.1.1. Passengers arriving in the Republic of Uzbekistan, departing from the Republic of Uzbekistan and transiting with landing on the territory of the Republic of Uzbekistan, as well as baggage, cargo imported into the Republic of Uzbekistan and exported from the Republic of Uzbekistan, are subject to passport, customs and other rules established by the legislation of the Republic of Uzbekistan.

5.1.2. The passenger, consignor, consignee are obliged to comply with the laws and requirements of regulatory documents of the competent authorities of the country from (to) which or through the territory of which the passenger, baggage, cargo is carried out by air, concerning ensuring aviation security, performing customs, sanitary and quarantine, immigration, veterinary, phytosanitary, currency and other types of control.

5.1.3. When passing border, customs, sanitary and quarantine, veterinary, phytosanitary and other types of control, the passenger, consignor, consignee are obliged to comply with the requirements of the relevant state control authorities.

5.1.4. The passenger, consignor, consignee are required to present at the state border checkpoints entry, exit, medical and other documents established by the competent state authorities of the country from (to) which or through which the passenger, baggage, cargo is being transported by air.

5.1.5. Regulation of the relationship between the state control authorities and the passenger, consignor, consignee arising in connection with the international air transportation of the passenger, baggage, cargo, falls exclusively within the competence of the passenger, consignor, consignee and is not the responsibility of FLY KHIVA GROUP LLC.

5.1.6. FLY KHIVA GROUP LLC is not responsible for the availability, authenticity and correct execution of documents presented for the air transportation of the passenger, baggage, cargo, issued by the competent state authorities.

5.1.7. FLY KHIVA GROUP LLC has the right to refuse air transportation of a passenger, baggage, cargo if the documents for such transportation are presented by the passenger, consignor incompletely or are executed incorrectly.

5.1.8. FLY KHIVA GROUP LLC shall not be liable to the passenger, consignor, consignee for their expenses incurred due to the failure of the passenger, consignor, consignee to comply with the requirements of state control bodies.

5.1.9. FLY KHIVA GROUP LLC shall not be liable for the passenger being late for the flight due to border, customs, sanitary and quarantine, veterinary, phytosanitary or other control.

### **5.2. PAYMENT OF FINES AND OTHER EXPENSES**

5.2.1. If the competent state authorities oblige FLY KHIVA GROUP LLC to return to the airport of departure or to another airport a passenger who was denied entry to the country of destination or transit, then the passenger or the organization that issued his invitation are obliged to reimburse FLY KHIVA GROUP LLC for all expenses incurred in connection with this transportation.

5.2.2. The passenger is obliged to reimburse FLY KHIVA GROUP LLC for other expenses (payment of a fine, posting a deposit) incurred by FLY KHIVA GROUP LLC in connection with the refusal of entry of this passenger to the country of destination or transit.

5.2.3. FLY KHIVA GROUP LLC has the right to demand compensation for damages and to apply any amounts paid by the passenger or the organization that issued the passenger for unused transportation, or

any other amounts paid by the passenger or the organization that paid for the passenger ticket and which are at the disposal of FLY KHIVA GROUP LLC, towards payment of the relevant fare and reimbursement of all expenses related to the deportation at the request of the competent authorities of this passenger.

## **CHAPTER 6. LIABILITY INSURANCE**

6.1. An aircraft passenger is subject to compulsory accident insurance for the period of air transportation. Compulsory liability insurance for damage caused to the life and health of an aircraft passenger, as well as for the loss, shortage or damage (spoilage) of baggage and items carried by the passenger, is carried out by FLY KHIVA GROUP LLC.

6.2. Compulsory insurance of passengers of FLY KHIVA GROUP LLC is carried out by concluding, in the manner and on the terms stipulated by the legislation of the Republic of Uzbekistan, Agreements between FLY KHIVA GROUP LLC and the Insurer licensed to carry out this type of compulsory insurance.

6.3. Upon the occurrence of an insured event, FLY KHIVA GROUP LLC informs each victim, whose personal data it has, of the rights of the victims and the procedure for the actions of the victims to receive compensation for the damage caused.

## **CHAPTER 7. REFUND FOR UNPERFORMED TRANSPORTATION**

### **7.1. GENERAL REQUIREMENTS**

7.1.1. The refund of the carriage charge is made by FLY KHIVA GROUP LLC or, on its behalf, by the Authorized Agent at the place of payment for the carriage.

7.1.2. In the event of a passenger's forced or voluntary refusal to fly, FLY KHIVA GROUP LLC will refund the amounts for the unused carriage document. FLY KHIVA GROUP LLC will refund the amounts only upon presentation of the carriage document and/or miscellaneous charges order that was issued by FLY KHIVA GROUP LLC itself or its Authorized Agent. The refund is made in accordance with these Rules and the terms of application of the tariffs of FLY KHIVA GROUP LLC.

7.1.3. The refund of the amounts for the unused carriage document and/or miscellaneous charges order is made during the validity period of the carriage document and/or miscellaneous charges order, unless otherwise stipulated by the terms of application of the tariffs of FLY KHIVA GROUP LLC.

7.1.4. Refund of the fare in connection with the termination of the operating activities of FLY KHIVA GROUP LLC, suspension of the operator's certificate of FLY KHIVA GROUP LLC, cancellation of the operator's certificate of FLY KHIVA GROUP LLC, introduction of restrictions on the operator's certificate, suspension of licenses, cancellation of a license, termination of a license is carried out by FLY KHIVA GROUP LLC in accordance with the legislation of the Republic of Uzbekistan.

### **7.2. PERSONS ENTITLED TO A REFUND OF THE COST OF UNPERFORMED TRANSPORTATION**

7.2.1. A claim for a refund of the fare shall be submitted in the manner established by these Rules and the Passenger Air Carriage Agreement.

7.2.2. A refund of the fare for an unused carriage document shall be made to the person specified in these documents, or to the person who paid for this carriage, upon presentation of a document certifying such payment and a document certifying the identity and right to receive these amounts (a power of attorney certified by a notary - for individuals or a power of attorney certified by the authorized body of a legal entity - for representatives of legal entities), or to an authorized person - upon presentation of an identity document and a document confirming the right to receive monetary amounts.

### **7.3. REFUND OF PAYMENT AMOUNTS**

7.3.1. The amount of refunds for an unused transportation document and/or miscellaneous charges order

is determined by the terms of application of the tariffs of FLY KHIVA GROUP LLC.

7.3.2. In the event of an involuntary refusal to carry a passenger, he/she is refunded an amount determined taking into account the following:

- a) if the transportation was not performed, the entire amount paid for the transportation is refunded;
- b) if the transportation was partially performed, an amount corresponding to the cost of the remaining unperformed portion of the transportation is refunded, except in cases of an emergency landing of an aircraft at an alternate airfield in order to ensure flight safety.

7.3.3. In the event of a voluntary refusal of transportation by a passenger, the passenger is refunded an amount in accordance with the terms of application of the tariffs of FLY KHIVA GROUP LLC.

7.3.4. Refunds are made at the place of purchase of the ticket in the currency and form of payment in which the transportation was issued, in accordance with the terms of application of the tariffs of FLY KHIVA GROUP LLC.

7.3.5. The return of an electronic ticket, if purchased by a passenger on the FLY KHIVA GROUP LLC website with payment by credit card, is made by sending a corresponding message via the Internet on the FLY KHIVA GROUP LLC website in the section "Booking Management", "Ticket Return". If the order was paid for using electronic payment systems or an aggregator (intermediary system), the return is made by transferring funds to the details specified by the passenger on the FLY KHIVA GROUP LLC website in the section "Booking Management", "Ticket Return", after filling out the application.

7.3.6. The itinerary receipt is for informational purposes only and is not a document for the passenger to receive money for unused transportation. Refunds for an unused (partially used) electronic ticket are made according to the identity document, the data of which were used when issuing the electronic ticket. If there is a stamp in the general civil passport indicating a previously issued international passport (if the electronic ticket was issued using an international passport), it is not necessary to present the international passport for a refund. If the air ticket was paid for by a bank card, the funds can only be returned to this bank card.

7.3.7. Refunds to passengers of the amounts paid for transportation performed under the Aircraft Charter Agreement (air charter) are made by the person to whom the passenger paid the cost of transportation performed under the Aircraft Charter Agreement (air charter) in the manner established by the legislation of the Republic of Uzbekistan.

## **CHAPTER 8. POWERS**

### **8.1. POWERS OF LLC «FLY KHIVA GROUP»**

8.1.1. FLY KHIVA GROUP LLC has the right to cancel, delay or reschedule the aircraft departure to another time without notice, change the scheduled (flight plan) transportation route, and also change the landing point if such actions are necessary to ensure flight safety and/or aviation security.

8.1.2. FLY KHIVA GROUP LLC has the right to unilaterally terminate the Air Carriage Agreement for passengers in the following cases:

a). Violation by a passenger of passport, customs, sanitary and other requirements established by the legislation of the Republic of Uzbekistan in terms of air transportation, as well as rules established by the relevant authorities of the states of departure, destination or transit.

b). Refusal by a passenger to comply with the requirements imposed on him by these Rules.

c). If the health condition of a passenger requires special conditions of air transportation, or threatens the safety of the passenger himself or other persons.

d). Refusal by a passenger to pay for the transportation of his baggage, exceeding the established norms for free baggage allowance, and/or the transportation of baggage subject to mandatory payment.

e). Refusal by a passenger to pay for the transportation of a child traveling with him in accordance with a discounted fare, with the exception of cases of free transportation of a child under two years of age without providing him with a separate seat.

f). Violation by a passenger of the rules of conduct on board an aircraft, creating a threat to the safety of the aircraft flight or a threat to the life or health of other persons.

g). Failure of an aircraft passenger to comply with the orders of the Aircraft Commander,

h). The presence in the passenger's belongings, as well as in the baggage, of items or substances prohibited for air transportation in accordance with these Rules.

8.1.3. In the event of termination of the Air Carriage Agreement by FLY KHIVA GROUP LLC, the passenger shall be refunded the amount paid for the unused air carriage in accordance with the terms of application of the tariffs of FLY KHIVA GROUP LLC, except for the cases provided for in paragraph 9.1.2, subparagraphs f), g) of these Rules, in which the amount paid for the air carriage shall not be refunded to the passenger.

## **8.2. PASSENGER'S POWERS**

8.2.1. The rights of the passenger are determined by the Air Carriage Agreement of the passenger, established by these Rules, as well as the legislation in the field of Civil Aviation of the Republic of Uzbekistan.

8.2.2. The passenger has the right to unilaterally terminate the Air Carriage Agreement and voluntarily refuse carriage at the initial airport, transit/transfer airport with notification of this to FLY KHIVA GROUP LLC.

8.2.3. A passenger who voluntarily refuses carriage has the right to receive a refund of the cost of previously paid unused air carriage in accordance with the terms of application of the tariffs of FLY KHIVA GROUP LLC.

8.2.4. In case of an involuntary refusal of carriage to a passenger, the passenger is granted the right to use the carriage on the next flight of FLY KHIVA GROUP LLC, performed to the destination specified in the passenger's transportation document, or to receive a refund of the cost of carriage or part of the cost of carriage for the unused section of the carriage without deducting a fee.

## **CHAPTER 9. RESPONSIBILITY**

### **9.1. GENERAL REQUIREMENTS**

9.1.1. FLY KHIVA GROUP LLC shall be liable to the passenger in accordance with the procedure established by the legislation of the Republic of Uzbekistan, international treaties of the Republic of Uzbekistan, the Agreement on the air carriage of a passenger, as well as in accordance with these Rules.

9.1.2. FLY KHIVA GROUP LLC and the passenger shall bear RESPONSIBILITY for violation of customs, currency, sanitary, quarantine and other rules in accordance with the legislation of the Republic of Uzbekistan

### **9.2. RESPONSIBILITY OF LLC «FLY KHIVA GROUP» FOR CAUSING HARM TO THE LIFE OR HEALTH OF A PASSENGER.**

9.2.1. The liability of FLY KHIVA GROUP LLC for damage caused to the life or health of a passenger during air transportation is regulated by international treaties, civil legislation and the Air Code of the Republic of Uzbekistan.

9.2.2. The carrier bears property liability for damage caused as a result of death or damage to health of a passenger during air transportation, unless it proves that the carrier took all necessary measures to avoid harm, or that such measures could not be taken.

9.2.3. In the event that death or damage to health is caused to a passenger as a result of force majeure, the carrier bears the established liability, unless it proves that the occurrence or increase of harm was facilitated by the gross negligence of the victim himself.

9.2.3. In other cases, when the carrier proves that the gross negligence of the injured party contributed to the occurrence or increase of the damage, the amount of compensation for damage in accordance with the general norms of civil legislation may be reduced or compensation for damage may be refused. See previous version.

9.2.4. The carrier is obliged to ensure compensation for damage caused to the death or health of the passenger in the manner and amounts determined by international treaties and the civil legislation of the

### **9.3. RESPONSIBILITY OF LLC «FLY KHIVA GROUP» FOR LOSS, SHORTAGE, INJURY (DAMAGE) TO BAGGAGE, AS WELL AS THINGS LOCATED WITH THE PASSENGER**

9.3.1. FLY KHIVA GROUP LLC is liable for the loss, shortage or damage of checked baggage in the established manner from the moment of its acceptance for carriage until its delivery to the recipient or transfer to another authorized person.

9.3.2. FLY KHIVA GROUP LLC The carrier is financially liable for the safety of items in the passenger's possession if it is proven that the loss of or damage to these items occurred due to the fault of the carrier.

9.3.3. FLY KHIVA GROUP LLC is not liable for damage to perishable food products in passengers' baggage.

### **9.4. THE AMOUNT OF LIABILITY OF LLC «FLY KHIVA GROUP» FOR LOSS, SHORTAGE, INJURY (DAMAGE) TO BAGGAGE, AS WELL AS THINGS LOCATED WITH THE PASSENGER**

9.4.1. FLY KHIVA GROUP LLC, when fulfilling the Agreement for the air carriage of passengers and baggage on the territory of the Republic of Uzbekistan, is liable for the loss or shortage of:

a). Baggage accepted for air transportation with a declared value - in the amount of the declared value.

b). Baggage accepted for air transportation without a declared value - in the manner and amounts established by international treaties, civil legislation of the Republic of Uzbekistan

c). Items in the passenger's possession - in the amount of their value.

9.4.2. The cost of baggage lost in whole or in part, as well as items carried by the passenger, is determined by the price indicated in the cash receipt for the lost property, and in its absence - by the average price for a similar product, but within the limits established by subparagraph b) of paragraph 9.4.1 of these Rules.

9.4.3. For the loss, shortage or damage (spoilage) of baggage, as well as items carried by the passenger, during international air transportation, FLY KHIVA GROUP LLC is liable in accordance with international treaties and the Air Code of the Republic of Uzbekistan.

9.4.4. In the event of damage (spoilage) to baggage, when the passenger presents a claim for compensation for the cost of a damaged suitcase, travel bag or other device for transporting baggage, the amount of compensation is determined by a receipt confirming the cost of repairs to the damaged suitcase, travel bag or other device for transporting baggage. In the absence of the specified receipt, compensation is made at the rate of 100,000 sum for each kilogram of the weight of the empty damaged suitcase, travel bag or other device for transporting baggage. In case of doubt as to whether the declared weight of the damaged empty suitcase, travel bag or other device for transporting baggage corresponds to the actual weight, the authorized person has the right to request from the passenger documents confirming the actual weight of the damaged property, or information containing the brand, type, name of the damaged property to identify its characteristics.

### **9.5. RESPONSIBILITY OF LLC «FLY KHIVA GROUP» FOR DELAY IN DELIVERY OF PASSENGER, BAGGAGE, CARGO**

9.5.1. For the delay in delivery of a passenger, baggage or cargo to the destination point during international air transportation, FLY KHIVA GROUP LLC is liable in accordance with the Conventions concerning international air transportation, ICAO, IATA documents, the civil legislation of the Republic of Uzbekistan, the Air Code of the Republic of Uzbekistan, as well as current international treaties and agreements of the Republic of Uzbekistan.

### **9.6. PASSENGER RESPONSIBILITY**

9.6.1. The passenger is responsible for failure to comply with laws, regulations and other regulatory documents of state, competent authorities of the country from (to) which or through the territory of which the passenger and baggage is carried out by air, concerning the fulfillment of requirements for ensuring aviation security, customs, sanitary and quarantine, immigration, veterinary, phytosanitary, currency and other types of control.

9.6.2. The passenger is responsible for the availability, authenticity and correct execution of documents presented during air transportation of the passenger and baggage, issued by state, competent authorities.

9.6.3. Passenger responsibility for violation of these Rules is provided:

a) On domestic air routes of the Republic of Uzbekistan - in accordance with the legislation of the Republic of Uzbekistan.

b) On international air routes - in accordance with the requirements of international air law (in particular, the International Convention on Offences and Certain Other Acts Committed on Board Aircraft, signed in Tokyo in 1963) and the legislation in force in the state of landing of the aircraft, regardless of the state in which the aircraft used to perform the flight is registered or operated.

9.6.4. The passenger is responsible for the costs incurred by FLY KHIVA GROUP LLC due to the passenger's failure to comply with the requirements of state control bodies related to the air transportation of passengers and baggage.

9.6.5. If damage is caused to FLY KHIVA GROUP LLC through the fault of the passenger, the passenger bears financial liability to the extent of the damage caused.

9.6.6. The passenger is responsible for failure to comply with:

a). rules of transportation by air transport (photography, filming and use of radio communications, etc.);

b). orders of the Aircraft Commander;

c) fire safety rules, sanitary and hygienic and sanitary and anti-epidemic rules;

d). safety rules (attempt to open the door or hatch of the aircraft, refusal to fasten the seat belt, smoking on the aircraft or in the wrong place, etc.).

9.6.7. The passenger is responsible for the carriage in baggage of items prohibited for carriage or handed over for carriage without observing the requirements and conditions of carriage established by these Rules.

9.6.8. The passenger is responsible for violating public order, order in airport terminals and city agencies, airports, airfields and on board the aircraft, including responsibility for illegal actions towards other passengers or personnel of FLY KHIVA GROUP LLC and/or Service Organizations.

9.6.9. Each passenger on board the aircraft of FLY KHIVA GROUP LLC is obliged to comply with the established norms and requirements for ensuring aviation security.

9.6.9.1. For violation of the established norms, rules and requirements for ensuring aviation security on domestic air routes of the Republic of Uzbekistan, the passenger is liable in accordance with the current legislation of the Republic of Uzbekistan.

9.6.9.2. For violation of the established norms, rules and requirements for ensuring aviation security on international air routes, the passenger is liable in accordance with international air law (international Conventions in the field of civil aviation) and the legislation of the country of destination or the country of stopover, regardless of the country of registration or operation of the aircraft.

9.6.9.3. Passengers are obliged to comply with the legislation of the Republic of Uzbekistan, international treaties of the Republic of Uzbekistan and the legislation of the country to, from or through the territory of which passenger transportation and baggage is carried out, concerning the transportation of passengers and baggage, compliance with flight safety requirements and requirements related to border, customs, sanitary and quarantine, veterinary, quarantine phytosanitary types of control.

9.6.10. Cases of failure to comply with the requirements of the crew and these Rules are formalized by an act drawn up in the presence of the passenger-violator, for subsequent transfer of the act to the Linear Department of Internal Affairs at the airport. In this case, the rules and requirements of the current legislation apply.

## **9.7. LEGAL REGULATIONS FOR AIR TRANSPORTATION OF PASSENGERS**

9.7.1. In accordance with the Air Code of the Republic of Uzbekistan, the Aircraft Commander has the right, in order to ensure the safety of the aircraft flight:

a). Give orders to any person on board the aircraft and demand their execution.

b). Apply all necessary measures (including coercive measures) against persons whose actions create an immediate threat to the safety of the aircraft flight and refuse to obey the orders of the Aircraft Commander. Upon arrival of the aircraft at the nearest airport, the Aircraft Commander has the right to refuse further transportation of such persons, and in the event of an act containing elements of a crime, hand them over to the law enforcement agencies of the host country. These persons may be brought to administrative or criminal liability in accordance with the norms of international law, the laws of the Republic of Uzbekistan or the host country.

9.7.2. In the event of termination of the Air Carriage Agreement at the initiative of FLY KHIVA GROUP LLC due to the passenger's violation of the rules of conduct on board the aircraft and the creation of a threat to flight safety or a threat to the life or health of other persons, as well as the passenger's failure to comply with the orders of the Aircraft Commander, the amount paid for the air carriage will not be returned to the passenger.

## **9.8. RULES OF CONDUCT FOR PASSENGERS WHEN PREPARING FOR FLIGHT AND ON BOARD THE AIRCRAFT**

9.8.1. These Rules are mandatory for all passengers transported by FLY KHIVA GROUP LLC.

9.8.2. When preparing for a flight, a passenger must:

a). Personally pack your hand luggage and baggage or be present at all times when other people pack them in order to prevent foreign objects from being put into them.

b). Do not leave the transported items and objects unattended until they are handed over to FLY KHIVA GROUP LLC.

9.8.3. When checking in for a flight and going through pre-flight formalities, the passenger must:

a). Have an identity document on hand.

b). Notify the registration agents of the Handling Organization or employees of FLY KHIVA GROUP LLC about the presence of weapons permitted for transportation and about the presence of electronic devices in the baggage.

c). Be ready to answer the questions: - "Who packed the baggage?", - "Was the baggage left unattended by the passenger?", and also list the contents of the baggage.

d). Inform the SAB employee or any airport employee about any phenomena that cause concern to the passenger regarding flight safety.

e). Undergo pre-flight inspection.

f). Present for inspection hand luggage and baggage, as well as personal items and things in the passenger's possession.

g). Notify the SAB employee about the presence of weapons permitted for transportation, presenting the necessary documents.

h). Notify the SAB employee about the presence of electronic devices and communication equipment.

9.8.4. During the inspection period and while waiting to board the aircraft, the passenger must comply with the aviation security rules established by the airport administration and assist the aviation personnel in ensuring them.

9.8.5. The passenger on board the aircraft is obliged to:

a) follow the instructions of the aircraft commander or a crew member made on behalf of the aircraft commander to ensure the safety of the flight and the people in the aircraft cabin, the safety of property, order and the possibility of providing services related to the performance of the air carriage agreement;

b) take a seat in the aircraft cabin in accordance with the boarding pass, and if necessary, in order to ensure flight safety - in accordance with the instructions of the aircraft crew member;

c) place hand luggage in specially designated places;

d) fasten seat belts when the "Fasten seat belts" sign comes on and keep them fastened until it



goes off.

9.8.6. A passenger on board an aircraft is prohibited from:

- a) use narcotic substances, smoke tobacco products (nasvay, etc.), also use electronic cigarettes;
- b) consume alcoholic beverages in excess of the established norms offered by the carrier, as well as alcoholic beverages purchased in duty-free shops;
- c) enter the cockpit;
- d) obstruct the aircraft crew members in the performance of their official duties or interfere with their actions;
- e) use electronic devices and communication equipment during taxiing, takeoff and landing of the aircraft, as well as take photographs and video at all stages of the flight;
- f) take from board or damage the aircraft property (blankets, pillows, dishes, cutlery, electronic devices, life jackets, etc.);
- g) violate public order and unnecessarily disturb others;
- h) use emergency rescue equipment without appropriate instructions from the aircraft crew members;
- i) change seats without permission or instructions from the aircraft crew members.

9.8.7. The air carriage agreement concluded with the passenger may be terminated by the carrier at any point along the carriage route in cases of violation by the passenger of the requirements of the Rules of Conduct on Board the Aircraft, creating a threat to the safety of the flight or a threat to the life or health of persons and their property.

9.8.8. Passenger rights:

a) The passenger has the right to demand that the aircraft crew members provide the services specified in the air carriage agreement.

b) The passenger has the right to request that the aircraft crew members influence the passenger whose behavior violates public order, unnecessarily disturbs him or other persons, threatens their honor and dignity, property, health or life, and also to appeal such actions of the aircraft crew members.

9.8.9 Persons guilty of violating the requirements of these Rules shall be liable in accordance with the procedure established by law.

## **CHAPTER 10. PROCEDURE FOR FILED CLAIMS, CLAIMS, AND SUITS**

### **10.1. GENERAL REQUIREMENTS**

10.1.1. At the request of the passenger, consignor, consignee upon presentation of shipping documents, FLY KHIVA GROUP LLC is obliged to draw up a commercial report (PIR / Report on Cargo Irregularities). The report certifies the circumstances that may serve as the basis for the property liability of FLY KHIVA GROUP LLC, the passenger, consignor or consignee.

10.1.2. A commercial report (PIR / Report on Cargo Irregularities) is drawn up upon delivery of baggage or cargo to certify the following circumstances:

- a). Discrepancy between the actual name of the cargo, its weight or the number of cargo pieces and the data specified in the shipping document.
- b). Damage to/spoilage of cargo.
- c). Shortage of or damage to/spoilage of checked baggage.
- d). Discovery of baggage or cargo without shipping documents or shipping documents without baggage or cargo.

10.1.3. Before filing a claim against FLY KHIVA GROUP LLC, in the event of a breach of the Agreement for the Air Carriage of Passengers and Baggage, the Agreement for the Air Carriage of Cargo, an application or claim shall be filed with FLY KHIVA GROUP LLC.

## **10.2. PERSONS ENTITLED TO MAKE CLAIMS IN CASE OF BREACH OF THE CONTRACT FOR THE AIR CARRIAGE OF PASSENGERS AND BAGGAGE**

10.2.1. The right to file a claim and a lawsuit against FLY KHIVA GROUP LLC in the event of loss, shortage or damage/spoilage of checked baggage, delay in its delivery, as well as in the event of termination of the Air Carriage Agreement for a passenger at the initiative of FLY KHIVA GROUP LLC shall be held by the passenger or his authorized representative (based on a power of attorney, subject to presentation of a copy of the passenger's passport or birth certificate - in relation to a minor passenger) upon presentation of the documents specified in paragraph 10.4 of these Rules.

10.2.2. The right to file a claim and a lawsuit against FLY KHIVA GROUP LLC in the event of a breach of the Air Cargo Carriage Agreement shall be held by:

a). In case of loss of cargo - the consignee upon presentation of the Consignment Note issued by FLY KHIVA GROUP LLC to the consignor, with a note from the destination airport on the arrival (non-arrival) of the cargo, and if it is impossible to present such a Consignment Note - a document on payment of the cost of the cargo and a certificate from FLY KHIVA GROUP LLC on the dispatch of the cargo with a note from the destination airport on the arrival (non-arrival) of the cargo.

b). In case of shortage or damage / deterioration of the cargo - the consignee upon presentation of the Consignment Note or a commercial act (act on malfunction during cargo transportation).

c). In case of delay in delivery of cargo - the consignee upon presentation of the Consignment Note.

d). The insurer - upon presentation of the relevant shipping documents, as well as documents confirming the facts of the conclusion of the insurance contract and payment of insurance compensation.

## **10.3. TIME LIMIT FOR FILE A CLAIM AGAINST LLC «FLY KHIVA GROUP»**

10.3.1. A claim against FLY KHIVA GROUP LLC for air transportation on the territory of the Republic of Uzbekistan may be submitted within six months, and claims for payment of a fine - within 45 days. The specified period is calculated as follows:

a) for claims for compensation for shortage of or damage to registered baggage, cargo or mail, as well as for delay in delivery of baggage, cargo or mail - from the date of their issue;

b) for claims for compensation for loss of cargo - after 10 days from the end of the delivery period;

c) for claims for compensation for loss of baggage or mail from the moment the delivery period expires;

d) For compensation for damage in all other cases - from the date of occurrence of the event that served as the basis for filing the claim.

10.3.2. A claim against FLY KHIVA GROUP LLC for international air transportation may be submitted within the following time periods:

a). In case of damage to baggage or cargo, the person entitled to receive it must submit a written claim to FLY KHIVA GROUP LLC about the discovery of damage immediately, but no later than 7 days from the date of receipt of baggage and 14 days from the date of receipt of cargo. In case of delay in delivery, the claim must be submitted no later than within 21 days, counted from the date of transfer of baggage or cargo to the recipient. (the specified notification is the basis for drawing up a commercial act).

10.3.3. FLY KHIVA GROUP LLC has the right to accept a claim for consideration after the expiration of the established period if it recognizes the reason for exceeding the period for filing the claim as valid.

## **10.4. PROCEDURE FOR FILE A CLAIM**

10.4.1. The claim must be presented in writing, in the form of an application, and contain all the information necessary for its consideration.

10.4.2. The claim statement must indicate:

a). The name of the Carrier to whom the claim is made.

b). The name and address of the institution, enterprise, organization or person who has made the

claim, contact telephone numbers, e-mail address, fax.

- c). The circumstances that are the basis for the claim, the CONTENT of the claim.
- d). The amount of payment for the claim and its calculation, confirmed by documents.
- e). The list of documents attached to the claim.
- f). The signature of the applicant.

10.4.3. The following must be attached to the claim:

- a) Original documents certifying the conclusion of the Air Carriage Agreement and confirming the applicant's right to file a claim.
- b) Commercial act issued by FLY KHIVA GROUP LLC, certifying the presence of shortage or damage to baggage or cargo.
- c) Original document certifying the amount of damage caused by the loss, shortage or damage to baggage, cargo.
- d) Other documents at the discretion of the applicant. Submission of a claim without the appropriate documents does not interrupt the period established for filing claims. The absence of a commercial act or other above-mentioned documents does not deprive the passenger, consignor or consignee of the right to file a claim, but may complicate or lengthen the process of preparing a reasoned response to the claim.

10.4.4. The following must be attached to the claim for lost baggage:

- a) Ticket (itinerary receipt).
- b) Boarding pass.
- c) Tear-off baggage tag.
- d) Statement (certificate) of non-arrival of baggage.
- e) When declaring the value of baggage - supporting documents.
- f) Full details of the passenger's bank account for transfer of monetary compensation.

10.4.5. The following must be attached to the claim for damaged baggage:

- a) Ticket (itinerary receipt).
- b) Boarding pass.
- c) Tear-off baggage tag.
- d) Commercial report on damaged baggage.
- e) Photographs of damaged baggage.
- f) Document confirming the cost of repairing the suitcase or bag (cash receipt and sales slip, or a certificate from a repair organization), or a document confirming the impossibility of repair.
- g) If repair is impossible, documentary confirmation of the cost of the suitcase or bag is required (a certificate or information letter on the cost of the closest possible items, or a sales slip or sales slip for the purchase).
- h) Full details of the passenger's bank account for transferring monetary compensation.

10.4.6. When presenting a claim to FLY KHIVA GROUP LLC for damaged baggage, the passenger is obliged, in addition to providing documents confirming the fact of damaged baggage and the fault of FLY KHIVA GROUP LLC, to hand over the damaged baggage under the transfer act to the Representative of FLY KHIVA GROUP LLC or send photographs of the damaged baggage to the postal address of FLY KHIVA GROUP LLC (for an out-of-town applicant).

10.4.7. The following must be attached to the claim for a flight delay:

- a) A ticket with an airport stamp on the flight delay (or a certificate certified by the Representatives of FLY KHIVA GROUP LLC or the airport).
- b) Full details of the passenger's bank account for the transfer of monetary compensation.

10.4.8. The following must be attached to the claim for flight cancellation:

- a) Ticket (itinerary receipt).
- b) Full bank account details for transfer of monetary compensation.

10.4.9. The following must be attached to the claim in the event of a passenger's forced refusal of carriage:

- a) Ticket (itinerary receipt).
- b) Documents confirming the reason for the passenger's forced refusal of carriage.

Developer:

Head of Ground Handling Service

Bakhriev A.A.