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RULES OF AIR CARRIAGE OF
PASSENGERS AND BAGGAGE
QAZAQ AIR JSC

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INTRODUCTION

Rules of Carriage of Passengers and Baggage are a key regulatory document, which regulates activities of QAZAQ AIR JSC (hereinafter referred to as the “Airline”, “Carrier”) during performance of air carriage of passengers and baggage and covers relations between the Airline and its clients.

Rules of Carriage of Passengers and Baggage of the Airline are developed based on Kazakhstan’s and international legal documents related to air carriage, recommendations of the International Civil Aviation Organization (ICAO) and the International Air Transport Association (IATA).

These Rules of Carriage of Passengers and Baggage of QAZAQ AIR JSC must be compulsory for the employees of the Airline:

- on board of each aircraft of the Airline;
- at the airports of passenger departure (including check-in counters);
- in the sale agencies and representative offices of the Airline;
- in the premises of all offices of the Airline.

CHAPTER 1. DEFINITIONS

agent - a legal entity or individual who is authorized to act on behalf of the Airline subject to a written agreement (power of attorney).

PIR – Property Irregularity Report - a document issued directly at the airport for the detection of a malfunction or at the airport of arrival in the presence of a representative of the Airline, an authorized agent certifying the fact stated in the act and the Passenger (Recipient).

terminal - a complex of facilities designed to service departing and arriving passengers.

aerodrome - a land plot specially equipped for take-off, landing, taxiing, parking and maintenance of aircraft.

international airport - an airport engaged in international air carriage in which customs, border and quarantine controls are ensured.

destination airport (destination point) - an airport (point) to which the Passenger or baggage must be delivered under an air carriage contract.

transfer airport (transfer point) - an intermediate airport (point) indicated in a ticket where a passenger changes for another flight within 24 hours to continue his/her itinerary under an air carriage contract.

stop-over airport (stop-over point) - an intermediate airport (point) on the route where a Passenger interrupts a flight for 24 hours or more under an air carriage contract.

departure airport (departure point) – an airport (point), from which carriage begins under an air carriage contract.

baggage - belongings of a Passenger transported by the Airline under an air carriage contract, and this notion includes both check-in and unchecked baggage.

check-in baggage - the Passenger's baggage accepted by the Airline for carriage under its responsibility, and for which a baggage receipt and a baggage tag are issued.

unchecked baggage (hand baggage) – a baggage of a Passenger, which during a carriage stays in a passenger cabin of an aircraft with consent of the Carrier and under the responsibility of a Passenger for its integrity, marked by a hand baggage label.

unclaimed baggage – a baggage that arrived at the destination airport (destination point) specified in the baggage tag, and which was not collected by the passenger.

baggage tag - a document issued by the Airline solely for identification (recognition) of check-in baggage.

baggage tags are divided into the following categories:

- registration baggage tag
- “Hand baggage” tag

Registration baggage tags are used to register check-in baggage to the destination point, which is indicated on the tag in full and/or in shortened code.

RUSH/EXPEDITE tag - used according to the instructions of the Airline when issuing baggage rush (found, unclaimed, sent).

transfer tags for different flights of one (intra-linear) or several (inter-linear) carriers are used to register the baggage of the transfer passenger, if the baggage is registered for through carriage for at least two sections

of the passenger way.

paid baggage (excess baggage) - baggage with the weight exceeding the free baggage allowance set by the Airline as defined by the rules for tariffs, or which requires mandatory payment regardless of the specified allowance.

Confirmed booking and electronic ticket - a document used to certify the contract of air carriage of the Passenger together with baggage, as well as its conditions that contain information on such carriage.

electronic ticket or confirmed booking means that the flight coupons are replaced with a record that is stored on the server of the Airline in electronic form. As a confirmation of the fact of purchasing an electronic ticket or a confirmed reservation, a printed receipt is provided.

booking (reservation) - preliminary allocation of a place on the aircraft for the carriage of the Passenger, as well as the volume and tonnage for the carriage of baggage, cargo and mail confirmed by electronic record in the Airline automatic booking system indicating flight and other information about the passenger, baggage or cargo, with assigned by a unique alphanumeric code.

AF (accountable form) - the form of documents established by the Airline for processing the types of services defined by the carrier's requirements.

refund – a payment to a Passenger or a person who paid a fare of part or the whole cost of carriage or services that he had previously paid for, but not used.

air carriage is a carriage of passengers, baggage, cargo and mail on aircrafts subject to terms and conditions of a carriage contract.

aircraft - an aircraft intended for carriage of passengers, baggage and/or cargo.

Hague Protocol - (Protocol on Amendments to the Convention for the Unification of Certain Rules for International Carriage by Air, 1955) – a document on amendments to the Warsaw Convention. Amendments are included in the wording of individual articles and in the articles on the measures and limits of the Carrier's liability to the Passenger. The decree specifies the deadlines for making claims.

days - full calendar days, Sundays and official public holidays included. Used to determine validity term of carriage documents, reports and any other documents and to determine a finishing date of carriage, limitation period for the presentation of claims. Days are counted from 00 hours of the day following the day when the event occurred or the action was performed, and the remaining hours of such day are disregarded. If the deadline specified earlier falls on Sunday or a public holiday, lapse of term shall be determined by a next following day.

date of carriage start - date of a first flight segment.

chartering contract for aircraft is an agreement whereby one party (charterer) undertakes to provide to the other party (freighter) for a fee all or any capacity of one or several aircraft for one or more flights to transport passengers, baggage, cargo or mail.

screening - a complex of activities carried out with the use of technical and other means designed to detect substances and items prohibited for transportation (weapons, ammunition, explosive, flammable, radioactive, poisonous substances, etc.) or other dangerous devices that can be used to carry out an act of unlawful interference. a set of actions conducted with application of technical and any other means intended to expose any substances and items which are banned for carriage (weapon, ammunition, explosive, highly flammable, radioactive, poisonous substances, etc.) or any other dangerous devices which can be used to perform any unlawful act.

transit area is an area in an international airport which is specially allocated for arrival of transit (transfer)

passengers and controlled by authorized state bodies.

TIM (TRAVEL INFORMATION MANUAL) – a manual which contains statutory requirements for departure from/arrival in a country during air carriage (transfer, transit, stop-over, entry).

receipt of fees - a document certifying payment for the carriage of baggage in excess of the established rate of free carriage established for the relevant class of service indicated on the relevant flight coupon of the ticket or items that are subject to mandatory payment (large-sized baggage, animals and birds, sports equipment, household appliances). In addition, receipt of fees is issued by the carrier or an authorized agent for other additional services related to the implementation or change of conditions of carriage.

Civil Aviation Committee of the Republic of Kazakhstan of the Ministry of Investments and Development of the Republic of Kazakhstan - state body of aircraft management.

authorized bodies - bodies called to exercise administrative functions, based on authorities vested in them by the state.

Convention (Warsaw Convention for the Unification of Certain Rules for International Carriage by Air, 1929) - an interstate treaty which regulates carriage by air. The Convention regulates content and application procedure of carriage documents. The Convention defines the extent of the liability of the Airline for damage caused to the life and health of the Passenger, destruction, loss, damage of baggage and cargo, as well as losses for any delay in air carriage.

International Air Transport Association (IATA) is a non-governmental international organization that develops recommendations on the level, construction and rules for the application of fares, common general rules of carriage, including standards of passenger service, as well as mutual settlements between carriers, when Interline is available.

International Civil Aviation Organization (ICAO) - an interstate international organization (specialized agency of the United Nations) regulating the issues of civil aviation, including the use of airspace, flight safety, etc., and developing standards and recommended practices for organizing civil aviation activities.

international veterinary certificate - a document issued by a control veterinary point at an airport in exchange for a veterinary certificate (form 1 containing information about vaccinations, animal health status and a safe sanitary and epidemiological situation in the region of residence) and permit issued by a dog breeding (cat breeding) club to export an animal.

international carriage of passengers and baggage - a carriage where a departure point and a destination point irrespective of any or no interruption in a carriage are located either inside two countries or inside one country unless a stop-over inside another country is made.

international carriage covered by Warsaw Convention - a carriage where a departure point and a destination point irrespective of any or no interruption in a carriage are located inside two countries being signatories of the Convention or inside one and the same country being a signatory of the Convention unless a stop-over inside another country not being a signatory of the Convention is provided for. Carriage without such stop-over between two points located inside one Country is not treated as international in the sense of the Warsaw Convention.

international carriage covered by Warsaw Convention amended by Hague Protocol – an air carriage where a departure point and a destination point irrespective of any or no interruption in a carriage are located inside two countries being signatories of the Hague Protocol or inside one country being a signatory of the Hague Protocol unless a stop-over inside another country not being a signatory of the Hague Protocol is provided.

passenger itinerary receipt is part of a carriage or payment document which verifies entry into a carriage contract or provision of any other services by the Airline.

illegal interference in aviation activities (act of unlawful interference) is an unlawful act that infringes on the safe operation of aviation, resulting in accidents with people, material damage, hijacking or skyjacking of an aircraft or threatening the onset of such consequences.

irregularity in carriage - any violations that have resulted in harmful consequences: missending of baggage (cargo), shortage by weight or number of articles of baggage, damage, exchange, loss

passenger`s no-show - no-show of a passenger who has booked a seat aboard an aircraft to a check-in counter for a departing flight at the end of final check-in fixed in a departure airport.

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

Carrier`s liability - responsibility of the Airline reimburse the damage caused by it during an air carriage of a Passenger and baggage.

passenger - a person who is transported or is to be transported on an aircraft subject to an air carriage contract.

transit passenger is a person who subject to an air carriage contract arrives in an intermediate airport and is carried further by the same flight.

transfer passenger - a person who subject to an air carriage contract is transported to a transfer (transit) point by one flight and is carried further by another flight of the same or any other carrier.

carrier - QAZAQ AIR joint-stock company, which issues a carriage document, performs or undertakes to perform an air carriage and renders or undertakes to render services in connection with such carriage subject to a carriage or payment document issued by the Airline or any other carrier which is deemed valid for the Airline routes.

endorsement - a written consent of the Airline that issued a carriage or payment document or that of a Carrier indicated in a relevant flight coupon of a carriage document, if Interline is available, to perform a carriage by another Carrier or in exchange for an original carriage document.

period of air carriage of baggage - a period of time from the moment of taking the baggage for carriage and before unloading it to the baggage conveyor at the destination point.

period of the passenger's air carriage - a period of time from the moment the Passenger leaves the airport apron for embarking an aircraft until the Passenger leaves airport`s apron under supervision of authorized persons of the Airline.

apron - a part of an airfield of a civil aerodrome intended for placement of aircraft for embarking and disembarking of passengers, loading and unloading of baggage, cargo, mail and any other types of services.

flight coupon/segment - a part of ticket which enables a Passenger (if a passenger coupon is available) for carriage between points indicated in the coupon.

damage of baggage - bringing baggage into an unfit condition during a carriage, so that it cannot be used for its original purpose (lost its value).

claim - a demand filed in written by a concerned person who seeks compensation for damage which occurred during an air carriage.

flight - a scheduled or unscheduled flight of an aircraft performed from an original point to a final point of an itinerary.

scheduled flight - a flight of an aircraft performed along the itinerary subject to a fixed schedule.

extra flight - a flight of an aircraft performed additionally to a scheduled flight according to the same itinerary, which already has scheduled flights.

charter flight - a flight of an aircraft performed subject to an aircraft charter contract.

fee - an amount approved in a prescribed manner, levied in excess of the tariff of the Airline, its agent or other authorized bodies for any special or extra services related to a carriage of a passenger, baggage or cargo.

No show fee - a fee charged to a Passenger who has booked a seat and showed to a check-in counter for a departing flight after check-in time set at the airport of departure.

carriage segment - carriage from one destination point to another destination point without a stop-over en route.

discount - an amount of reduced published fare fixed by the Airline subject to recommended rules of IATA.

“interline” agreement is a commercial agreement between airlines on the recognition of carriage and payment documents and the performance of air carriage and related settlements thereunder.

customs control during international air carriages - control over the movement across the state border of aircraft and goods transported by them, as well as baggage and hand baggage, persons, currency and currency valuables on these aircrafts for the purpose of economic protection of the state and ensuring the fulfillment of the tasks of its foreign economic policy .

fare - a freight charge for an air carriage of a Passenger, baggage in excess of free baggage (weight or number of articles of baggage) allowance, cargo or mail.

a fare of a relevant service class valid without any limitations during one year (except for a season fare, the validity of which is determined by a season of carriage).

published fare – a fare published in computerized systems of the Airline and on the Airline corporate website.

through fare - a fare used to pay for a carriage throughout the itinerary of a trip.

special fare - a fare that is different from a standard fare which is fixed given discounts and valid for the period of time set by the carrier.

transfer - change of a flight of the same carrier or change of a flight to a flight of another carrier.

baggage loss - any failure in carriage whereby after a period fixed for delivery the Carrier fails to deliver baggage.

CHAPTER 2. GENERAL PROVISIONS

Article 2.1 GENERAL PROVISIONS

- (a) Except as provided in Article 2.2 below, these General rules of carriage apply to all flights or segments of flights where the QAZAQ AIR Airline Code - IQ (hereinafter - the Airline) is indicated.
- (b) These General rules of carriage also apply to carriage for which a carriage fee is not charged or levied in part unless otherwise specified in the Contract for Carriage or in any other similar document containing the terms of the relationship between the Carrier and the Passenger.
- (c) All carriages are performed in accordance with the General rules of carriage; the payment shall be charged in accordance with the Rules for the Carrier's fares in force at the time of the Passenger's booking.
- (d) These General rules of carriage can be obtained at the offices and representative offices of the Carrier's Airline and its Authorized Agents or consulted on the Carrier Airlines Website.

2.2 Charter flights and Joint flights.

For certain flights provided by the Carrier, the Charter Contract applies.

2.3. Preemptive law

In the event of a conflict between these General rules of carriage and the applicable Conventions, Regulations, laws and regulations or rules governing public order, the rules of international law apply. In the event that any provision of these General rules of carriage is invalid under the applicable law, this does not affect the validity of the remaining provisions, except when the Contract of carriage is unenforceable in the absence of an invalid provision.

Article 2.2. APPLICATION OF THE RULES

2.2.1 These Rules are applicable for the air carriage of passengers, baggage and mail, carried out by all flights of the Airline as a carrier.

2.2.2. These Rules establish the duties, rights and responsibilities of the Carrier and clients using the services of the carrier and are binding on them.

2.2.3. The present Rules define the conditions of carriage established in the contract of air carriage (ticket) and are integral part thereof.

2.2.4. The Rules regulate the carriage of passengers and baggage on the territory of the Republic of Kazakhstan.

Article 2.3. RELATIONS WITH LAWS

2.3.1. All rights and obligations arising from an international and domestic air carriage contract shall be regulated by the following documents:

- multilateral and bilateral international treaties and agreements of the Republic of Kazakhstan;
- legislative acts of the Republic of Kazakhstan, including but not limited to the Law "On Use of Airspace of the Republic of Kazakhstan and Aviation Activities";
- Articles of Association of the Airline;
- IATA recommendations;
- any agreements with the Airline being one of its parties;
- these Rules.

2.3.2. Carriages performed subject to these Rules shall be subject to relevant compulsory laws, decrees, regulations and instructions of authorized agencies of any country to, from or via which such carriages are performed.

2.3.3. Responsibility of the Carrier in case of carriage inside the Republic of Kazakhstan shall be regulated by existing legislative acts of the Republic of Kazakhstan and these Rules.

2.3.4. All issues related to the application of these Rules and arising from relations between a Client and any officials on duty shall be settled by authorized representatives of the Carrier.

Article 2.4. CHANGES TO RULES

2.4.1. These Rules, instructions and other documents of the Carrier, regulating air carriage, may be changed by the Carrier without notice to passengers, provided that no such change is applied to a Passenger after their carriage starts.

2.4.2. Representatives, employees and agents of the Carrier must observe these Rules and shall not have a

right to distort or change their provisions.

2.4.3. All changes, amendments and supplements to these Rules shall be made in a prescribed manner and shall take effect after they are approved by the Management Board of the Airline.

CHAPTER 3. AIR CARRIAGE TERMS

Article 3.1. GENERAL PROVISIONS

3.1.1. Air carriage of passengers and baggage shall be carried out by the Carrier under an air carriage contract subject to these Rules.

3.1.2. Subject to an air carriage contract the Carrier shall undertake to transport a Passenger and their baggage to a destination point by providing them with a seat aboard an aircraft which performs a flight indicated in a ticket, and in case of baggage transported by a Passenger, also to transport baggage to a destination point. A Passenger must pay for a carriage according to a published fare and in case of excess baggage – an excess baggage fee (except for free of charge carriages regulated by instructions of the Carrier). A paid confirmed booking and e-ticket serve as a confirmation of the existence, conclusion and contents of the carriage contract between the Carrier and the Passenger, whose name is indicated in the confirmed Booking and e-ticket.

3.1.3. Carriage of passengers and baggage performed from a departure airport to a destination airport by several carriers under one carriage document issued in a single letterhead of the Carrier (including under any extra carriage or payment documents – receipts of fees) shall be treated as a single carriage regardless of whether there is a change of flight or any stop-over.

Article 3.2. SCHEDULE, CHANGE OF SCHEDULE, FLIGHT DELAY, CANCEL

3.2.1. Scheduled carriage of passengers and baggage shall be performed subject to a schedule fixed by the Carrier.

The Carrier must do its best to transport a Passenger and baggage subject to a schedule.

Departure and arrival time indicated in schedule and ticket is not guaranteed and is not a condition of a carriage contract.

3.2.2. In case of changes in schedule due to operational reasons the Carrier sends a notification to a passenger about flight cancellation within 14 calendar days prior to planned date of flight via short messages or e-mail to the number indicated in reservation. These changes in schedule cannot be considered as flight delay or/and cancellation.

3.2.3. If any circumstances first of all due to provision of flight safety or any conditions beyond control of the Carrier may require (weather conditions in a departure, arrival airport, along the itinerary as well as unpreparedness of a runway for takeoff, etc.), the Carrier can cancel, put off or delay any of its flights, change an aircraft and change an itinerary and landing points indicated in a ticket and schedule.

3.2.4. In case of occurrence of circumstances specified in paragraphs 3.2.3. except circumstances noted in paragraph 3.2.2. the Carrier must take into account legal interests of a Passenger and take all necessary measures, namely, the following:

- notify passengers of a change by sending SMS notification to the contact numbers indicated during booking;
- perform a carriage by itself or perform a flight by means of any other carrier;
- make a refund of the amounts proportional to the unfulfilled portion of the services (flight);
- arrange services for check-in passengers in an airport or provide them with hotel accommodation in a prescribed manner.

3.2.5. In case of an interrupted carriage due to the fault of the Carrier or in case of flight delay or flight cancellation due to a late arrival of an aircraft or changes in an itinerary the Carrier shall arrange the following passenger service in departure points and intermediate points:

- 1) provision of baby care room (if any) to a passenger with a child aged under seven;
- 2) two phone calls, including by international communication lines, of not more than 5 minutes or two e-mail messages when flight is delayed for more than 2 hours;
- 3) provide with cold drinks when flight is delayed for more than 2 hours;
- 4) provide with hot meals when flight is delayed for more than 4 hours and then every six hours in the daytime;

every eight hours in the night time;

5) hotel accommodation provided by the airline if flight is delayed for more than eight hours in the day time and for more than six hours in the night time;

6) transfer by vehicles provided by the airline between airport and hotel and back in cases when hotel accommodation is provided without any extra charge.

On demand of a passenger, an authorized officer of the Carrier shall issue them a letter or make a note in their ticket about reason of the delayed carriage.

3.2.6. The Carrier shall not be held liable for any mistakes, distortions or omissions in schedules, advertising materials, etc. published by any third persons.

Article 3.3. ITINERARY, CHANGE OF ITINERARY, DEPARTURE DATE AND TIME

3.3.1. Carriage of passengers and baggage shall be performed between points indicated in a ticket. Itinerary point (points) in a ticket can be changed by the Carrier subject to a notice to a Passenger.

3.3.2. If the Carrier cannot perform a carriage between points indicated in a ticket, it must offer a Passenger another alternative carriage, and if a new itinerary is unacceptable, to return money in manner and in amounts provided for by the fare application rules.

3.3.3. In case of a voluntary wish of a Passenger to follow a new itinerary, he/she will be issued a ticket on a common basis.

3.3.4. Change of a departure date and time by a Passenger when buying a ticket for a later or earlier date than indicated in a ticket is treated as a voluntary waiver of flight.

Article 3.4. INFORMATION SERVICES FOR PASSENGERS IN AIRPORT

3.4.1. In airport the Carrier (its service agent) shall inform passengers of the following:

- time and place (lounge, number of check-in counter) of flight registration;
- end of registration, availability of free seats, embarking;
- arrival of an aircraft;
- reasons of delayed arrival/departure flight;
- rules of carriage of passengers and baggage;
- places where passengers can book and buy tickets for the Airline flights;
- special conditions of carriage which require Carrier's approval.

3.4.2. The Carrier does not provide any verbal or written notices to any separate persons about departure and arrival of passengers, sold tickets and written information about availability of seats. Such information shall be provided only against official requests of any companies, establishments, organizations, if such request is related to an accident, delayed departure or any reason recognized by the Carrier as excusable.

Article 3.5. PASSENGER SERVICE DURING DEPARTURE: FLIGHT CHECK-IN AND EMBARKING

3.5.1. Check-in for all flights of the Airline ends 40 minutes before departure, and boarding - 20 minutes before departure. Passengers must comply with the deadline for completing the check-in procedure in order to be able to embark and avoid the cancellation of the booking. The Carrier or its Authorized Agent shall inform the Passengers of the Deadline for the check-in for the first flight carried out by the Carrier. If the Passenger's itinerary includes several connecting flights, the Passenger is obliged to ensure that he/ she has all the necessary information about the Check-in deadlines for the related flights.

3.5.2. Passengers are required to arrive on the Carrier's flight in advance in order to fulfill all check-in formalities associated with the trip; Passengers must always comply with the check-in deadline. If a Passenger fails to comply with this requirement, or if the Passenger does not present all the documents required for a flight check-in, and as a result of which the Passenger is unable to perform the flight by the Carrier, the Carrier has the right to cancel the Booking and the reserved seat of this Passenger, without any responsibility or obligations towards this Passenger.

3.5.3. Passengers are required to arrive at the gate of the Carrier flight in advance of the time of the start of the embarking indicated at the time of check-in. If a Passenger fails to arrive at the boarding gate at the time specified by the Carrier as the deadline for embarking, the Carrier has the right to cancel the Booking and the reserved seat of this Passenger, without any responsibility or liability towards this Passenger.

3.5.4. The Carrier shall not be liable (including, among other things, the responsibility to perform the carriage of the Passenger or to pay compensation) or hold obligations in respect of a Passenger that does

not comply with the provisions of this Article.

3.5.5. The Passenger must arrive at the airport to the place of domestic flight check-in and baggage clearance in advance of the time of departure of the aircraft according to the schedule specified in the ticket. This time is established on the basis of a period sufficient for the passage of pre-flight administrative formalities (registration of entry/exit documents, baggage screening, etc.) and check-in procedures. When registering a Passenger for a flight, the Carrier checks the availability of the following documents: an electronic ticket in the Carrier's check-in system, passport or other identity document, the necessary documents that certify the conditions for the carriage of certain categories of passengers and their baggage (birth certificate of the child, notarized consent of the parents, adoptive parents, guardians or trustees for the transportation of a child, a medical certificate, a veterinary certificate, etc.). When performing a check-in of a Passenger, the Carrier checks the identity of the baggage by asking the Passenger related questions.

3.5.6. The Carrier shall not be liable for matters relating to the relationship of the Passenger with the public services (customs, border, immigration, security), unless otherwise provided by international or local legislative documents of the country of departure - transfer – stop-over - arrival.

3.5.7. If such Carrier's liability is assumed in accordance with the requirements, for example, on the immigration service, the Carrier is obliged and entitled to verify all necessary documents upon registration, until the Passenger and their baggage are accepted for carriage.

3.5.8. A Passenger who is late for registration or boarding, as well as arriving with improperly issued or missing entry/exit documents, as a result of which he did not use the reserved seat, a fee may be withheld, subject to the rules of the corresponding fares.

The fee is not charged if the Passenger did not arrive for check-in:

- for health reasons (if there is an official document-certificate from the medical institution confirming the impossibility of departure);
- due to cancellation, delay of the connecting flight (only if the passenger ticket is issued on the uniform template of the Carrier), the pass of the landing point;

Article 3.6. ON-BOARD PASSENGER SERVICE

3.6.1. On-board passenger service is an integral part of a package of services provided by the Airline to its clients.

3.6.2. Key tasks of cabin crew include the following:

- flight safety;
- high quality of on-board passenger service.

3.6.3. During the flight Passengers are provided with meals and services onboard according to their service class and given flight duration, time of day and any other specific flight conditions.

3.6.4. On-board passenger services include the following:

- provision of information;
- provision of drinks and cold snacks;
- provision of medical services (emergency medical service).

3.6.5. In order to ensure the safety of flights, smoking on board an aircraft, including electronic cigarettes, is prohibited, regardless of the duration of the flight.

3.6.6. For the purpose of performing a safe and standard flight, a Passenger must follow all recommendations of flight attendants and observe generally accepted standards of conduct without violation of requirements of these Rules.

Article 3.7. PASSENGER SERVICES ON ARRIVAL

3.7.1. The passenger is transported to the airport terminal after arrival, where he/she receives their check-in baggage. When traveling internationally, passengers pass through:

- passport control;
- customs screening.

Article 3.8. GROUND PASSENGER SERVICES

3.8.1. The Carrier shall provide ground passenger services during a period necessary to perform a carriage along an itinerary indicated in a ticket.

3.8.2. The Carrier must provide Passengers with the following services free of charge:

- transports baggage from/to airport terminal to aircraft and back, load, unload baggage to/from aircraft.

- in case of an interrupted carriage due to the fault of the Carrier or in case of flight delay, cancellation due to a late arrival of an aircraft, changes in an itinerary, the Carrier shall arrange the following passenger services in departure points and intermediate points:

- 1) two phone calls, including by international communication lines, of not more than 5 minutes or two e-mail messages when flight is delayed for more than 2 hours;

- 2) cold drinks when flight is delayed for more than 2 hours;

- 3)

hot meals when flight is delayed for more than 4 hours and then every six hours in the daytime; every eight hours in the night time;

- 4) hotel accommodation provided by the airline if flight is delayed for more than eight hours in the day time and for more than six hours delayed in the night time;

- 5) transfer by vehicles provided by the airline between airport and hotel and back in cases when hotel accommodation is provided without any extra charge.

- 6) baby care room (if any) to a passenger with a child;

- in case of flight cancellation or delay through the fault of the Carrier for more than ten hours, the Carrier must at the discretion of a Passenger:

- 1) ensure carriage of the passenger by a next flight to a destination point indicated in a ticket with provision of services described in a previous clause;

- 2) refund the passenger a full cost of the ticket.

Article 3.9. RIGHTS OF THE CARRIER

3.9.1. The Carrier shall have a right to cancel, delay or put off departure of an aircraft, change scheduled itinerary and change a landing point without notice, if such actions are necessary due to the following:

- natural disaster;

- adverse weather conditions in airports of departure, destination or en route, and any other events which affect flight safety;

- unlawful act;

- requirements of state bodies;

- any other circumstances beyond control of the Carrier.

3.9.2. The Carrier has the right to replace an aircraft of one type with another. In case if a Passenger refuses to fly by aircraft of another type the Carrier must transport such passenger by one of next flights or return to him a fare for unperformed carriage without deduction of charges.

3.9.3. The Carrier can at any time replace a seat earmarked to a Passenger in a passenger cabin with another seat equal by service class, if such replacement is necessary to ensure flight safety.

3.9.4. In order to ensure flight safety, protection of life and health of passengers and crew members, to prevent any possible unlawful act in civil aviation, the authorized bodies, having powers entrusted to them, can conduct the screening of passengers, their hand baggage, baggage, mail, cargo and on-board reserves of aircraft.

Passengers with a diplomatic status having diplomatic immunities as well as couriers accompanying correspondence shall be exposed to screening on a common basis except for cases provided for by the laws of the Republic of Kazakhstan.

Handicapped passengers (with crutches, in a wheelchair, on hand frame, etc.) must be exposed to manual screening and their accompanying persons shall be exposed to screening on a common basis.

During Passenger screening, a control of documents and identity documents of a bearer shall be checked.

If a Passenger is found to carry any substances and items banned for carriage, extra screening of baggage shall be carried out.

In case of no-shown of a check-in Passenger for embarking, their baggage shall be withdrawn and must be screened.

If a Passenger refuses to undergo screening, the Carrier shall have a right to waive their carriage (terminate an air carriage contract) with refund of a carriage charge in compliance with fare application rules.

In-flight screening shall be conducted by a crew member appointed by pilot-in-command.

For the purpose of carrying out the actions set out in this article, an aircraft shall be deemed in-flight as soon as all its external doors are closed and until they are opened.

Article 3.10. RIGHTS OF PASSENGER

3.10.1. Rights of a Passenger shall be determined in an air carriage contract which is represented by a ticket and these Rules.

3.10.2. In case when carriage of a Passenger and baggage is not performed in manner determined in a contract, a Passenger can terminate a contract.

3.10.3. A Passenger shall have a right to waive carriage in a departure airport or in an airport en route and to receive back a carriage charge or for its unused part in the amount as provided for by fare application rules and in manner determined by Chapter 7 hereof.

Article 3.11. PASSENGER'S WAIVER OF CARRIAGE

3.11.1. Forced waiver of carriage by a Passenger shall be deemed a waiver due to the following:

- cancellation, put-off or delay of a flight to which a Passenger booked a seat, through the Carrier fault, for a period of more than 10 hours delay;
- incorrect execution of carriage documents of a passenger;
- cancellation of a scheduled stop in a point which is a point of departure, destination or stop-over for a passenger;
- failure to provide a passenger with a seat according to their earlier booking;
- failure of the Carrier to ensure a flight connection provided that a passenger ticket is executed (issued) on a single letterhead of the Carrier;
- disease or decease of a passenger or his family member who accompanied him aboard the same aircraft which is confirmed by a medical certificate.

3.11.2. In case of forced waiver of a carriage by a Passenger, the Carrier must transport the Passenger by one of next flights subject to terms and conditions indicated in a ticket or refund to the Passenger a ticket cost for unused carriage.

3.11.3. If due to any reason an aircraft lands in any unscheduled airport, the Carrier must at its own expense perform carriage of a Passenger by another flight from a point of aircraft landing to a destination airport. If it is impossible to transport a Passenger by aircraft, the Carrier must ensure his transportation by any other means and effect a resettlement with them.

3.11.4. In case of flight cancellation or delay through the fault of the Carrier for more than ten hours, the Carrier must at the discretion of a Passenger:

- ensure carriage of a Passenger by a next flight to a destination point indicated in the ticket with provision of services subject to clause 2.13.1;
- return to a Passenger a full cost of ticket (unused part of it).

Article 3.11-1. VOLUNTARY WAIVER OF CARRIAGE BY PASSENGER.

Voluntary waiver of a carriage by a Passenger shall be deemed a waiver in the following cases:

- no carriage is performed in any segment;
- carriage is performed in part.

Article 3.12. DENIED CARRIAGE OF PASSENGER

The Carrier shall have a right to unilaterally terminate an air carriage contract with a Passenger in the following cases:

(a) The actions or behavior of a Passenger provide grounds for believing the following: (i) there are doubts or concerns related to safety and/or (ii) the Carrier, its crew and/or ground personnel, its aircraft/assets and/or property, its services or its Passengers suffered direct or indirect damage. Such actions include threats, abuse or insults to ground personnel or crew members, as well as ongoing threats to the security of one or more persons, property or the aircraft itself (including a false statement about a bomb).

(b) The physical or mental state of the Passenger, including through the use of alcohol or the taking of medications, presents inconvenience, threat or risk to that Passenger, other Passengers, crew and property of the Airline.

(c) A Passenger illegally carries or has reason to believe that he/she is carrying drugs.

(d) A Passenger violates safety rules, procedures and/or discipline when check-in for a flight or, in the case of connecting flights, during the previous voyage, and the Carrier has reason to believe that such behavior may repeat.

(e) According to information provided to the Carrier by immigration and/or customs authorities and/or any other state authorities (verbally or in writing), the Passenger does not have the right to travel and/or the

Carrier notified a Passenger (verbally or in writing) that the Carrier refuses to provide the Passenger with air transportation services. This includes situations where the Carrier receives negative information from the said organizations concerning the Passenger, for example, if a Passenger is suspected of the intention to carry out illegal drug trafficking, as well as situations in which the authorities notify the Carrier in advance in writing that they should no longer provide the Passenger airfreight services on the carrier's flights.

(f) The Carrier decides, in its sole discretion, not to transport a Passenger on its flights for a certain period of time in connection with a Passenger's behavior manifested in respect of the Carrier, its crew and/or ground personnel, its aircraft/assets and/or property, its services or its Passengers, and informs a Passenger about it orally or in writing at the choice of the Carrier, at the time a Passenger applies for services.

(g) A Passenger refuses to pass security control, in accordance with the provisions of the Articles below, or refuses to show an identity document.

(h) A Passenger is unable to prove that he/she is the person whose name is indicated in the paid confirmed booking.

(i) A Passenger (or the person who paid for the booking) did not pay the current Fare taking into account the fee and/or applicable processing fees.

(j) A Passenger does not have valid travel documents, attempts or made attempts to illegally enter a country for which he has only the right of transit travel or to enter which he does not have valid entry documents, destroyed valid documents for entry into the country during the voyage, refused to pass them to the Carrier for copying and storage, or documents for the Passenger's travel are overdue, do not contain all the information required by law, or look counterfeit or suspicious.

(k) The booking is void, or the air carriage is purchased illegally or purchased from an organization other than the Carrier or its Authorized Agent, or there is a booking that has been modified by persons other than the Carrier or its Authorized Agent.

(l) A Passenger refuses to pay an additional fare and/or administrative charges in accordance with the terms specified in the Article above.

(m) A Passenger refuses to pay a fare surcharge in accordance with the terms specified in the Article below.

(n) At the time of check-in or boarding, a Passenger needs special assistance that was not agreed upon in the Booking or, in accordance with the applicable rules, at least 48 hours before the specified time of departure, in accordance with the provisions of Article 7.1, which the Carrier cannot provide for objective reasons.

(o) A Passenger does not comply with safety instructions and rules.

(p) A Passenger traveling at a reduced rate or at a fare that is subject to special conditions, cannot submit the documents necessary to use the specified special fare and refuses to pay the difference in the amount of the fare as specified in Rules (i).

In cases (h), (j), (k), (l) and (m) above, the Carrier reserves the right to cancel the Booking. In cases (e), (i) and (k), the Carrier has the right to refuse to refund a Passenger in accordance with the provisions of the Rules (f).

3.12.1. The Carrier has the right to terminate the contract unilaterally for the carriage of passengers by air if:

- a Passenger refuses from screening, including personal inspection, examination of their baggage, hand baggage including their personal belongings;
- a Passenger violates the rules of conduct on board the aircraft;
- a Passenger violates the requirements of the Rules for the carriage of passengers, baggage and cargo in air transport approved by Order No. 540 of the Minister of Investment and Development of the Republic of Kazakhstan dated April 30, 2015 and (or) commits actions that endanger the safety of the flight of the aircraft;
- it is necessary to eliminate violations of the provisions of the laws of the state over which air carriage will be performed or where the point of departure, stop-over point or destination point of carriage is located.
- a Passenger is in a state of alcoholic, narcotic, toxic intoxication and their mental or physical condition poses a threat to the health of the passenger himself or the safety of persons and property on board the aircraft and inconvenience to other passengers.
- the state of alcoholic, narcotic, and substance intoxication of the passenger is confirmed by medical examination in the order established by the legislation of the Republic of Kazakhstan in the area of public health. At the same time, the state of health of a passenger intending to perform flight must be confirmed

by a medical document with the mark "air travel is prohibited until ..." with indication of a specific date.

- there are signs of repeated violations of existing rules that have destructive behavior.

in case of refusal to carriage for the reasons stipulated by this clause, the Carrier draws up an act recording the reasons and with the fact of carriage refusal.

3.12.2. If a Passenger refuses to be transported by the Carrier, the refund of the paid sum for the unperformed carriage shall be made in accordance with the rules for the fares. From the amount refunded to the Passenger, the Carrier is entitled to withhold all amounts due to them, including: all fees, charges and expenses (including fines) that the Carrier has paid or must pay for a passenger and their baggage.

CHAPTER 4. DOCUMENTS USED TO ENTER INTO AND PERFORM A CARRIAGE CONTRACT

Article 4.1. PASSENGER TICKET AND BAGGAGE RECEIPT

4.1.1. Passenger ticket and baggage receipt are personal documents, which confirm entry into an air carriage contract to transport a Passenger and their baggage to a destination point, seat provision aboard an aircraft which performs a flight indicated in a ticket, and in case if a passenger checked in baggage - carriage of baggage to a destination point. A carriage contract shall set out rules and obligations of both the Carrier and a Passenger as well as limited liability of the Carrier.

4.1.2. Each air carriage contract and its terms and conditions shall be verified by the following carriage documents:

- in case of carriage of a Passenger – a passenger ticket;
- in case of carriage of Passenger's belongings as baggage – baggage tag and excess baggage receipt.

4.1.3. Passenger ticket shall be executed by persons authorized by the Airline against an identity document:

- passport of a citizen of the Republic of Kazakhstan;
- identity card of the Republic of Kazakhstan;
- residence permit of a foreign citizen in the Republic of Kazakhstan;
- stateless person certificate;
- international passport;
- birth certificate;

The list of identity documents is approved by the Law of the Republic of Kazakhstan "On Identity Documents".

4.1.4. When entering into a carriage contract the Carrier can render extra services which will be charged extra, for example:

- order of a passenger ticket;
- rebooking of a seat on the aircraft;
- execution of a carriage contract;
- any other extra services.

4.1.5. If any amount charged for extra services is not indicated in a passenger ticket, receipts of fees in form prescribed by the Airline must be issued. Amount of charges shall be determined by fares of the Airline, and information about them must be made available in travel agencies and airports.

4.1.6. Passenger ticket shall be issued only after a carriage is paid for according to a fixed fare. In case of cashless settlement, free of charge or discounted passenger ticket shall be issued only after requirements prescribed by applicable rules and documents of the Carrier are met.

4.1.7. Passenger tickets include flight coupons for each segment, each of which is valid for carriage of a Passenger and his baggage only subject to an itinerary route, service class, date and flight indicated in it as well as terms and conditions of a carriage, basic rights and obligations of a Passenger and the Carrier.

4.1.8. A Passenger is admitted for carriage when he/she shows a properly executed passenger ticket, which contains the following:

- e-copy of passenger ticket – a relevant e-copy of flight coupon with "Active" status in automatic check-in system and "PAID";

4.1.9. A Passenger is not allowed for carriage if the passenger ticket presented is not issued by the Carrier or by its authorized agent or other carrier whose passenger ticket is recognized as valid by the Carrier.

4.1.10. A Passenger who has an electronic passenger ticket is not allowed to be carried if the corresponding electronic coupon has any other status than the "Active" and "PAID".

4.1.11. If an electronic passenger ticket is used, the status of the electronic flight coupon in the automatic

registration system is closed as "Boarded" (closed for use). The change in the passenger ticket at the request of a Passenger is made with the consent of the Carrier and only by the Carrier or its authorized agent.

Article 4.2. CHECK-IN IN CASE OF DAMAGED PASSENGER TICKET AND IRREGULARITIES OF ITS EXECUTION AND USE

The Carrier can recognize the passenger ticket as invalid and has the right to refuse carriage and refund of the amount of payment for a Passenger ticket if:

- the paper printout of the itinerary receipt of the electronic ticket turned out to be counterfeit;
- the requirements for the application of special fares have not been met;
- a passenger ticket was purchased by the organization or from a person who is not a Carrier or who is not its authorized agent.

When presenting a passenger ticket issued for another person, it is necessary to present a notarized power of attorney to this person in order to refund the paid amount.

Article 4.3. TRANSFER OF PASSENGER TICKET

4.3.1. Passenger ticket shall not be transferred to or used by any other person. A person who presented a passenger ticket executed in name of another person shall not have a right for carriage or refund of amounts under unused passenger ticket or any of its part.

4.3.2. When a passenger ticket is used by another person not qualified for carriage or who received refund for returned passenger ticket of another person, the Carrier shall not be held liable to a person who was qualified for such carriage.

4.3.3. The Client who has paid for the ticket in their name has the right to change the ticket to the name of another person when paying the corresponding fee for reissuing the ticket to another person.

Article 4.4. VALIDITY OF PASSENGER TICKET

4.4.1. Passenger ticket issued subject to a standard fare is valid for carriage for one year from a departure date under a first flight coupon and if no flight coupon is used, then within a year after a passenger ticket is issued.

4.4.2. Passenger ticket issued under a special fare is valid for carriage only during a period fixed by application rules of such fare.

4.4.3. Each flight coupon of a passenger ticket is valid for carriage of a Passenger between points indicated in it under a relevant service class. If a ticket is issued with an open departure date, then booking shall be made according to a request of a Passenger subject to availability of free seats on a flight.

4.4.4. Ticket validity shall be extended to a next flight of the Airline with a free seat of the same service class which corresponds to an original paid fare, if a passenger could not take a flight during validity of the ticket, in the following cases:

- 1) flight indicated in a ticket cancelled or delayed;
- 2) aircraft does not land in an airport indicated in a ticket;
- 3) failed departure of a passenger due to a failure to provide them with a seat for a flight and on date as indicated in a ticket;
- 4) aircraft which did not perform a flight returns to a departure airport;
- 5) failure to render class service indicated in a ticket;
- 6) flight interruption due to a compulsory landing of an aircraft;
- 7) disease of a passenger who accompanies him;
- 8) passenger's waiver of a flight or waiver to continue a flight due to a delayed departure caused by screening;
- 9) incorrectly executed ticket of the Airline.

4.4.5. If a Passenger was unable to complete a commenced flight during validity of a passenger ticket due to his disease or disease of any of his family member who accompanies him, validity of such passenger ticket shall be extended at the discretion of the Carrier based on submitted official documents.

Article 4.5. PRIORITY USE OF FLIGHT COUPONS

4.5.1. Hard copy flight coupons can be accepted for a flight, replacement or refund only together with an active status of electronic ticket.

4.5.2. The Carrier shall accept flight coupons for carriage of a passenger and their baggage and for refund

of amounts paid thereunder only in a strictly forward sequence of a carriage itinerary starting from a departure point indicated in a ticket.

4.5.3. With each change of a carrier and in each section of a route with a changed flight a Passenger presenting a ticket with unused previous flight coupons shall not be admitted for carriage and their ticket must be re-issued.

4.5.4. Ticket with an unused flight coupon shall be invalid for carriage of a Passenger and refund of money in case if subsequent flight coupons are used.

4.5.5. If after the ticket registration a Passenger refused to be carried or was removed from the flight without passing customs control, passport control and/or inspection, the status of the corresponding coupon is replaced by the "Active" for standard (universal) fares. The Carrier accepts flight coupons for the carriage of passengers and baggage, as well as return of the amounts paid by them in the order of their direct sequence from the point of departure.

Article 4.6. BOOKING

4.6.1. Seat booking is a necessary condition of carriage of a Passenger and baggage (excess baggage) and is valid when it is entered into the automatized booking system of the Carrier. Procedure of seat booking is prescribed in rules of passenger ticket sales and seat booking.

General provisions.

(a) If the contrary is not proved, the paid confirmed Booking serves as a confirmation of the existence, conclusion and contents of the Contract for carriage between the Carrier and the Passenger, whose name is indicated in the Booking.

(b) The Carriage Service is carried out only with respect to the Passenger whose name is indicated in the confirmed Booking. The Carrier reserves the right to verify the identity document of the Passenger. In connection with the above, Passengers are required to present to the Carrier documents confirming their identity, as well as documents certifying the identity of all persons for whom Passengers are liable at any time during the trip.

(c) concerning the air carriages sold at certain rates, a partial or no possibility of changing the air carriage and/or reimbursement of its cost is offered. During the performance of the Booking, a Passenger is obliged to check the conditions applicable to the use of the fare.

(d) The Passenger must present an identity document; only passengers who match the name indicated in the confirmed booking are allowed to the flight.

4.6.2. A fine is applied for correcting mistakes in the name or first name, as well as for the service of reissuing the ticket to another passenger.

(a) If a Passenger has the right to purchase air carriage at a reduced rate or a fare with special conditions, a Passenger must, during the whole trip, carry with them and present at the request of the Carrier's employees or agents documents proving their right to use the specified special fare, the opportunity to prove that they are valid. Otherwise, the difference in the cost of the fare, equal to the difference between the originally paid fare taking into account the fee and the fare taking into account the fee payable, must be paid by a Passenger, otherwise a Passenger will not be allowed on the flight.

4.6.2. Effective period

(a) Except where otherwise indicated in the Booking or in these General rules of carriage, or the fares affecting the validity period of the paid confirmed Booking, according to the information indicated directly in the Booking, indicate otherwise, the paid booking can be used for carriage:

(b)- within one year from the date of its purchase, unless otherwise specified in the tariff conditions

(c)- within one year from the date of use of the first segment (subject to the terms of the fare), provided that the first segment is used within one year from the date of payment for the confirmed Booking.

Force majeure applicable to a Passenger

If a Passenger has a paid confirmed Booking in accordance with Article 3.1 (d) above, which has not been used in whole or in part by a Passenger in connection with the Force Majeure, the Carrier allows to make a refund or provides the Passenger with a credit voucher in the amount corresponding to the fare amount, non-refundable and/or unchangeable Reservations valid for one year and subject to use for subsequent travel by the Carrier's flights subject to payment applicable if the Passenger informs the Carrier in timely manner, and in any case before the date of departure of the flight, about the reasons of force majeure, and provides appropriate prove of the specified circumstances.

4.6.3. How to use flight segments for a flight

(a) The fee-based fare applicable on the day of booking is valid only for the confirmed Booking, used in full and in a sequential order of segments for the flight specified for a particular trip for a specific date. Improper use is the basis for recalculating the rate in accordance with the conditions specified below.

(b) The fare determined on the basis of dates, flight data and routes indicated in the Booking corresponds to the Departure Point and Point of Destination, via the Intermediate Stop, planned when paying for the reservation, and is an integral part of the Contract of Carriage. Any changes to these General Conditions of Carriage may entail changes in the fare, including charges.

(c) The Airline accepts for flight segments only sequentially, starting from the first departure airport indicated in the confirmed booking of a Passenger. A confirmed reservation in which a Passenger violated the sequence of use of the flight segments will be declared invalid unless this is due to the fault of the Airline or its authorized agent. In case of violation of the sequence of use of flight segments, the Airline has the right to refuse carriage and refund of the cost of unused flight booking segments.

4.6.4. Changes requested by a Passenger

The changes requested by a Passenger shall be subject to the tariff conditions applicable to the relevant fare and the applicable administrative fees.

4.6.5. Identification of the Carrier

The code of the Carrier Airlines in the Booking can be indicated in the form of the Code of the Airline (as defined in Article 2). The address of the Carrier is the address of any of the places of business registered by the Carrier or the address of the head office of the Carrier.

4.6.6. A Passenger provides the following information and presents the documents required for booking and providing special services and meeting safety requirements:

- 1) last name, first name;
- 2) information on the passenger's documents specified in the articles of these Rules;
- 3) information about secondary documents (visa, medical certificate, documents for the carriage of children);
- 4) contact phone number for informing;
- 5) address of permanent residence and residence permit, if necessary;

4.6.7. The passenger or the person making the booking on behalf of the passenger shall inform the Carrier 5 working days prior to the flight in the following cases:

- limited mobility of a passenger;
- child carriage;
- passenger's reduced (no) vision, hearing of;
- the necessity in this case to be accompanied by a guide dog;
- an infectious disease;
- pregnancy for more than 22 weeks;
- transportation of an infant to seven days of age;
- transportation of animals (birds);
- an over-sized baggage or a large-sized, heavy baggage;
- a baggage, which must be transported only in the aircraft cabin;
- transportation of weapons, ammunition.

The Airline, after receiving this information, informs a Passenger within 24 hours about the refusal of the booking, if unable to perform the transportation in the specified cases based on the technical capabilities of the aircraft.

4.6.8. Any passenger before the time of issuance of a passenger ticket must be booked a seat on the aircraft at the departure points, and when applying special fares - the booking is carried out in accordance with the rules for the application of these fares. The corresponding booking marks must be entered on the passenger ticket.

4.6.9. Booking is considered to be preliminary until a Passenger has been issued with properly prepared shipping documents by the Carrier and, if necessary, can be withdrawn by the Carrier prior to the expiration of the time limit of the booking (Time limit) or a class of booking changed without warning a Passenger notification.

After the expiration of the booking, the order is canceled without notice.

4.6.10. It is permitted to carry out rebooking of passenger tickets during the validity period of a passenger ticket for carriage both for earlier and for a later period of departure.

4.6.11. The charge for rebooking is charged in the amounts and on the terms established by the rules for

the application of fares, booking and sale of passenger tickets.

4.6.12. A passenger who has a partially used passenger ticket and who wishes to transfer the departure date specified in the passenger ticket for a different period does not enjoy any preemptive priority rights in the case of a new reservation of the seat.

4.6.13. The Airline is not obliged to provide a Passenger with any specific place on board the aircraft, unless the technology of passenger registration provides for the issuance of boarding passes with fixed seats.

4.6.14. Booking and check-in for a flight is carried out in accordance with the rules of application of the fare, as well as booking rules.

4.6.15. The Carrier has the right to cancel the booking at any time without notifying a Passenger, if a Passenger has not fulfilled the obligation to pay or when other requirements of the Carrier have not been complied with at booking.

4.6.16. The possibility of changing the booking for a Passenger who paid a passenger ticket at a special rate may be limited or excluded in accordance with the rules for the application of the specified fare.

4.6.17. Confirmation of booking is required if a group of passengers organized for a trip with a common purpose along the same route consists of 10 or more people who have tickets with a booking marking for a further flight or a flight in the opposite direction, stops at any point for a period of more than 15 days before the departure of the flight.

4.6.18. In order to confirm the booking, a passenger (and in case of carriage of groups, a group leader) must contact the Airline's representative office or its agent by phone, e-mail or in person.

4.6.19. In special cases, the Carrier is entitled to require a passenger to re-confirm the booking. The passenger can reconfirm their booking by using any means of communication or in person. The booking can be canceled by the Carrier if the specified requirement is not met.

4.6.20. If a Passenger (group of passengers) refuses the reserved seat or has not arrived to the place of booking by the time of its termination established by the airport of departure or arrived with incorrectly executed documents, as a result, did not use the seat booked for them, then fee will be withheld from a passenger (from a group of passengers) in cases and in amounts provided by the relevant instructions and rules for the application of the fare.

4.6.21. The fee is not charged if a Passenger (group of passengers) did not have the opportunity to cancel the booking or could not arrive to the place of check-in, due to cancellation or delay of the Carrier's flight through its fault, the pass of the landing point according to the schedule, or not providing the booked seat to a Passenger (group of passengers).

4.6.22. The fee is not charged if a Passenger (several members of the group) has not arrived at the place of check-in due to a state of health confirmed by a medical certificate.

4.6.23. In cases where it is not possible to provide a Passenger with a seat in accordance with the booking made earlier, the Passenger has the right to refund the ticket price without deductions according to the Carrier's rules.

Article 4.7. INFORMATION ABOUT PASSENGER AND THEIR BAGGAGE, PERSONAL DATA

4.7.1. Passengers are required to provide the Carrier or its Authorized Agent with their personal information for the purpose of completing the Booking and receiving additional services. Personal information disclosed to the Carrier in connection with the conclusion and execution of the Contract for transportation may be subject to processing.

4.7.2. Information provided by Passengers is mainly used for the following purposes: (i) booking, (ii) specific services related to the carriage service. It can also be used to prevent incidents of non-payment and fraud, as well as safety of flights.

4.7.3. Passengers should note that any incident that occurred during the period of the carriage that could endanger the safety of the flight is recorded on the computer system and data on this can be provided to the relevant Government authorities.

4.7.4. The collected information may be made available to authorized employees of the Carrier or its partners (Authorized agents, as defined) or extra service providers, as part of the provision of special services on request, as specified above.

4.7.5. In accordance with applicable laws and regulations in force in the Republic of Kazakhstan, the Carrier is also required in certain cases to provide personal data to authorized competent authorities (for example, customs, police, immigration, etc.).

4.7.6. Unless the Passengers express an objection at the time of collection of personal information or later in writing to the address of the Carrier, the Carrier reserves the right to use the Passenger's personal information or send it to its partners in order to send relevant commercial offers to the Passenger.

4.7.7. The collection of certain personal information is necessary for the performance of the Booking and the execution of the Contract of carriage. Passengers may use their right to express objection to the collection and processing of their personal information, but Passengers should note that this can lead to the cancellation of their booking for the flight or the impossibility of receiving some of the special services provided on special request (for example, transportation of an unaccompanied child and etc.). Passengers should also take note that the lack of some personal information or inaccurate information provided may lead to a refusal to board the flight. As a result of the above circumstances, the Carrier does not bear any obligations.

4.7.8. A Passenger must know that the information reported to them by the Carrier is used to book a seat on the aircraft and provide additional services.

The Carrier must adhere to the confidentiality rule for the information received and send, if necessary, only to its representatives and other carriers or to a third party providing additional services related to the ordered carriage.

4.7.9. When booking a seat, a Passenger must give the agent full information about the route, departure date, number of seats, class of service, citizenship, identity documents and special transportation conditions.

4.7.10. Special conditions of carriage which require a prior consent of the Carrier during booking shall be the following:

- an unaccompanied child aged between 6 and 16;
- excess baggage;
- oversized baggage (extra-long/wide baggage);
- baggage in a passenger cabin;
- personal sports equipment (ski, etc.);
- bicycle;
- animals/birds;
- unattended blind/deaf Passenger;
- blind Passenger with a guide-dog;
- stretcher person;
- handicapped in a wheelchair able/unable to move on his own;
- A Passenger who needs assistance or special services from the Carrier.

Article 4.8. RECEIPTS OF FEES

4.8.1. Receipts of fees shall be issued to a Passenger when accepting their baggage which exceeds a free baggage allowance with payment of all applicable charges subject to the fare application rules of the Airline and confirm receipt of such payment in the following cases:

- total weight of baggage for carriage exceeds a free baggage allowance permitted to a concerned Passenger according to rules of the Carrier;
- a Passenger transports with them large-sized, heavy-weight baggage, domestic animals, sports requisites for skiing, golf, etc.;
- when a Passenger declares value of baggage which exceeds limited liability of the Carrier.

4.8.2. Applicable fares and charges shall be collected from a Passenger according to fare rules of the Carrier before start of carriage in a departure point.

4.8.3. Receipts of fees is a document which confirms payment of expenses under following operations:

- extra pay for air carriage;
- ground services for an all-inclusive tour;
- extra pay for in-flight or ground services of a higher class;
- payment of extra charges;
- collection of various extra fees, for example, extra pay for re-booking.

4.8.4. There are four types of RF which contain one, two, three or four exchange coupons in addition to Audit, Agent and Passenger coupons.

4.8.5. RF is valid for a year from its issue date.

4.8.6. RF may be issued to provide the Carrier with special non-specific services.

4.8.7. RF is intended for ad hoc use, i.e.:

- it is assigned to a separate carrier(s) and limited by a certain type of service;
- points of departure and destination, class, fare, extra pay, points through which a fare is calculated are clearly determined;
- service type is indicated, for instance “Rebooking”, “Excess Baggage”, “Other”, in the latter case indicate for which type of service;

4.8.8. The rules for the completion, use, return and exchange of receipts of fees are regulated by the "Instruction for the Formulation of accountable forms".

CHAPTER 5. FARES, CHARGES AND DISCOUNTS

Article 5.1. GENERAL PROVISIONS

5.1.1. Fare is a cost of carriage from a departure point to a destination point. Fare does not include ground transport service between airports and between airport and city center, except for cases when it is provided by the Carrier and is provided without extra charges.

5.1.2. Applicable fare must be valid on a date of carriage start. Tickets executed and paid for before any change in fare announced by the Carrier or change in an exchange rate shall be valid without any extra pay for a fare on a date of carriage, if no changes are made in an air carriage contract which would conflict with rules of the applied fare indicated in a relevant flight coupon.

5.1.3. No changes in fares or rules shall affect terms and conditions of a carriage contract if a carriage is already commenced.

5.1.4. For carriages regulated by these Rules, the fares published by the Carrier shall be applied. If no fares are published, it is necessary to apply fares computed according to fare application rules.

5.1.5. Passenger can choose an itinerary before he receives a ticket, if size of fare computed between points of departure and destination containing various stops-over is not changed.

5.1.6. A Passenger can change an itinerary unless otherwise provided for by special conditions of fare application to an original carriage.

5.1.7. If a Passenger changes their itinerary during a carriage and fare is not changed, a new ticket shall be issued as per fare corresponding to a new carriage. Fare for a changed carriage shall be calculated from a last point of fare computation preceding a point where such itinerary change took place. Amount of an extra pay, if fare of a changed carriage is higher, shall be calculated as a difference between an original fare and fare of a changed carriage, including all necessary charges.

5.1.8. If fare of a changed carriage is lower than fare of an original carriage, then difference between them shall be executed as RF and refunded to a Passenger, unless provided otherwise by the fare rules.

5.1.9. Through fares published in the automatic booking system, have priority to any unpublished fares computed according to fare application rules of the airline for a carriage with services in the same class, between the same points and along the same itinerary.

Article 5.2. TAXES AND OTHER CHARGES

5.2.1. Computation procedure for taxes and charges which must be deducted from passengers shall be determined by relevant authorized bodies and notified to passengers in agencies and representatives offices during sales of carriages. Passenger shall pay any tax or charge above a fare, unless otherwise provided by the laws. The fee for the provision of additional services is established by the Airline and paid for by a Passenger when ordering additional services.

Article 5.3. DISCOUNTS

5.3.1. Discounts on a standard fare shall be fixed according to special instructions of the Carrier developed based on the existing laws of the Republic of Kazakhstan, regulative documents of the Civil Aviation Committee of the Ministry of Transport and Communication and IATA advisory documents.

Article 5.4. PAYMENT CURRENCY OF FARE AND CHARGES

5.4.1. Cost of carriage and charges shall be paid in currency to be determined by the Carrier, as per the currency exchange regulations of a country of sale.

5.4.2. If payment for carriage is effected in any currency different from a currency of fare publication, equivalent in foreign exchange shall be calculated based on an official banking exchange rate valid on a

payment date. At that the amount of an equivalent fare payment shall be regulated by special instructions of the Carrier.

5.4.3. The Carrier can refuse to transport a Passenger and his baggage unless a payment is effected at a relevant fare and taxes and charges are paid or a credit arrangement between the Carrier and a Passenger (organization or person who effects a payment) is observed.

CHAPTER 6. TERMS OF CARRIAGE OF CERTAIN CATEGORIES OF PASSENGERS

Article 6.1. GENERAL PROVISIONS

6.1.1. Passengers of certain categories and their baggage are covered by general terms of carriage with provision of extra amenities, and a proper level of carriage safety as well as special fares and requirements of state agencies are applied to them.

Article 6.2. CARRIAGE OF CHILDREN

6.2.1. On all lines of the Airline, children can be transported with or without accompanying adult passengers. Unaccompanied children may be accepted by the Carriers for carriage only after registration of the relevant document ("Application for carriage ") by parents or guardians, indicating all necessary details of such carriage. As unaccompanied children, children traveling on domestic flights from 06 to 16 years inclusive who follow without legal representatives and are not entrusted to any of the passengers can be accompanied by a representative of the Airline from the beginning of the registration until the transfer of the child to the responsible person who meets them on arrival at the airport. A fee specified by the Carrier is charged for the provision of this service. Children from 16 years of age and older are allowed traveling within the RK unaccompanied and without the relevant authorization documents. At the request of parents or guardians, the escort service by representatives of the Airline may also apply to minors 16 years old or older.

6.2.2. If a minor child flies with an adult of 18 years of age and older, then a notarized power of attorney from parents for the flight of a minor child must be issued to this person. The number of unaccompanied children on one voyage is four (4). Children cannot travel unaccompanied on indirect flights that require a stop-over. When registering an unaccompanied child at the registration, the parents or guardian must complete and sign the application form for the transportation of a minor child without accompanying adults, indicating the contacts of the person who meets the child upon arrival at the airport.

6.2.3. If an adult who is responsible for the delivery of the child to the point of departure or in whose hands the child is entrusted at the point of arrival is not the parent or legal guardian of this child, then he must have a notarized power of attorney attesting his/her right to transfer child in the hands of the person in charge. Unaccompanied minors are not accepted for carriage from 23.00 to 6.00 in accordance with paragraph 5 of article 36 of the Law of the Republic of Kazakhstan dated August 08, 2002 on the Rights of the Child in the Republic of Kazakhstan. Children under the age of 6 are carried only as being accompanied by an adult passenger. Accompanying person, if it is not the parent or legal guardian of the child, has to issue a power of attorney certified by a notary. In the event that an underage citizen of the Republic of Kazakhstan leaves the Republic of Kazakhstan unaccompanied, he must carry notarized consent of parents, adoptive parents, guardians or trustees with the indication of the time of departure and the country (countries) that (which) he intends to visit.

6.2.4.. For the carriage of one child on international flights under the age of 2 years, who does not occupy a separate seat and is accompanied by an adult passenger, payment is not charged.

6.2.5. For internal carriage, a passenger has the right to transfer one child free of charge under the age of 2 years without providing them a separate place, while others traveling with a passenger aged between 2 and 15 years on domestic flights are transported by passenger tickets with payment 50% of the full fare and the provision of a separate seat. Children aged 2 to 15 years on domestic flights are transported by ticket with a payment of 50% of the full fare, whether accompanied or unaccompanied by adult passengers. For the provision by the Carrier of the transportation service of an unaccompanied child, an additional fee set by the Carrier is paid.

6.2.6. When booking, the date of birth of the child must be indicated. A Passenger accompanying the child must present to the Carrier a document confirming the child's age - a birth certificate of the child, when buying a passenger ticket and at the time of registration. The child's age is determined on the date of commencement of carriage indicated on the passenger ticket. The carrier has the right to check the age of

the child.

6.2.7. Carriage of unaccompanied children is allowed only in cases where there is a confirmed booking for the carriage of an unaccompanied child (UMNR) in the automatic booking system of the Carrier on all sections of the carriage route. This service is provided only on direct non-stop flights of the Carrier; this service is not provided on transit and connecting flights.

6.2.8. A ticket for an unaccompanied child can be booked/purchased for domestic flights of the Carrier if it arrives at the destination no later than 23-00 hours.

6.2.9. Booking of tickets for unaccompanied children must be made at least 24 hours before the scheduled flight.

6.2.10. Landing of an unaccompanied child in an aircraft is performed by the representative of the Carrier before or after boarding passengers; the child is transferred under direct supervision to one of the flight attendants.

6.2.11. Upon arrival to the destination, the unaccompanied child shall be under the constant supervision of the representative of the Carrier until such time when he/she is transferred to the person designated to meet them.

Article 6.3. CARRIAGE OF HANDICAPPED AND SICK PASSENGERS

6.3.1. The category of sick or handicapped passengers include the following:

- persons declared sick due to medical grounds and persons unable to move on their own and need help during embarking an aircraft or can walk and can embark by themselves but whose condition is deemed unstable and therefore it is necessary to have permit of doctors for each flight;
- whose physical or mental state is stable and who can get a permanent or temporary permit for an air carriage from a medical institution or who do not have such permit but who need special care.

6.3.2. If during a flight an age, physical or mental condition of a Passenger can cause deterioration of their health or endanger their life, a Passenger must present the Carrier with a medical certificate signed by a doctor which allows their transportation, prior to start of carriage. It also must include any special requirements to carriage conditions of such passenger. Moreover, booking of a passenger must be made not later than 72 prior to a departure of an aircraft.

6.3.3. In order to ensure safety compliance with technical and operational requirements, the Carrier can limit number of sick/handicapped passengers on any of its flight, even if placement of such passengers meets special requirements, including attendance by a qualified person.

6.3.4. The Carrier or any other person authorized by the Carrier who checks in a sick/handicapped passenger shall be held liable for information of its ground personnel in points of transit, transfer and destination about presence of a sick/handicapped passenger aboard an aircraft.

6.3.5. The Carrier can refuse to perform a carriage or to continue it for a person carriage of which due to his health condition (based on provided facts of medical examination, etc.) may pose a threat to other passengers and their belongings, aircraft or crew.

6.3.6. The Carrier can refuse to perform a carriage (both original and subsequent), to cancel booking or to remove any passengers from an aircraft due to their health condition in the following cases:

- they cannot take care about themselves on their own, unless they have accompanying persons;
- who can become a source of infection for other passengers; carriage of which can pose a threat for themselves or any other persons and their belongings, even with adoption of special precautionary measures;
- who hold tickets without confirmed booking;
- if it is impossible to arrange special services necessary for carriage of such passengers.

6.3.7. In case of a denied carriage of a sick/handicapped Passenger in an original or transfer point the Carrier must forthwith notify an original carrier and all other carriers along the itinerary with specification of a reason of refusal and measures being undertaken by it.

6.3.8. Pilot-in-command and foreman of flight attendants must be informed of presence of sick passengers aboard and need of special services prior to a flight performance.

6.3.9. Sick/handicapped passengers and their attending persons must be embarked before embarking of all other passengers. In transit points sick/handicapped passengers and their accompanying persons shall stay aboard provided that applicable safety rules are observed. Sick passengers and their accompanying persons shall be last to disembark.

6.3.10. During placement of sick/handicapped passengers in a passenger cabin it is necessary to take into

consideration specifics of a carriage. Their seats must not:

- be an obstacle in case of emergency evacuation during emergency situations;
- be an obstacle for free access to emergency exits.

6.3.11. Accompanying persons shall be provided with seats next to sick/handicapped passengers. Passengers with difficulties in movement shall be seated so that they do not impede fast evacuation of passengers from an aircraft.

6.3.12. Carriage of own wheelchairs of sick/handicapped passengers shall be regulated by rules of baggage carriage of passengers.

6.3.13. 3a, An adult passenger who needs to be airlifted on stretchers shall be charged for six (6) round-trip packages at the Y-class fare, subject to the possibility of organizing stretchers from the Carrier. Carriage of a child aged under 12 who needs an air carriage on hand frame shall be charged a payment at 50% of applied fare of an adult passenger. Free baggage allowance for sick/handicapped passengers corresponds to a free baggage allowance of standard passengers.

Article 6.4. CARRIAGE OF PREGNANT WOMEN

6.4.1. It is preferable for pregnant women to come to the flight prior to the beginning of check-in. For the flight, pregnant women are allowed for a period of no more than 36 weeks when providing medical notice from the medical institution on the absence of contraindications to air carriage and the prenatal record. Newborn children are allowed to fly at the age of 7 days. The maximum allowed number of babies on board is 8, cradles are not provided.

6.4.2. Pregnant women with gestation:

- up to 22 weeks inclusive, are carried with the provision of a prenatal record or a doctor's statement (a copy).
- from 22 weeks to 34 weeks inclusive in case of singleton pregnancy;
- from 22 weeks to 32 weeks inclusive, in case of multiple pregnancy they are carried in the presence of an prenatal record (a copy) and a certificate of the medical institution on the period of pregnancy and a satisfactory state of health.
- when leaving foreign airports, the record must be translated into a foreign language. The period of validity of the record is 30 days.
- Pregnant women with a pregnancy period of more than 34 weeks in case of singleton pregnancy and over 32 weeks in case of multiple pregnancy up to 36 weeks are eligible to travel, should there be any conclusion of the competent medical commission in writing (In Kazakhstan, transportation is carried out in accordance with form No. 035-1/u.).
- If complications occurred during pregnancy, it is necessary to consult a visiting doctor before traveling by air transport. Expectant mothers after childbirth and newborn children are not allowed to be transported within the first 7 calendar days after the birth of the child. The airline has the right to refuse carriage to a pregnant woman, if this is regulated by the requirements of the immigration laws of the destination country.

6.4.3. Carriage of a pregnant woman is performed on the condition that the Carrier does not bear any responsibility to the Passenger for adverse consequences that may arise for the Passenger and for the fetus during the carriage and as a result of it.

Article 6.5. CARRIAGE OF BLIND/ DEAF PASSENGERS

6.5.1. In case of carriage of a blind/deaf Passenger, it is necessary to show a relevant document to the Carrier.

6.5.2. A blind/deaf Passenger can be carried with an accompanying person, without accompanying person or with a guide-dog. The Carrier must be warned 24 hours in advance, of the fact of taking a guide-dog.

6.5.3. Carriage of a blind/deaf Passenger without an accompanying person is possible only subject to a prior consent of the Carrier.

6.5.4. A veterinary certificate and a certificate of special training shall be provided with respect to a guide-dog.

6.5.5. In case of carriage of a blind/deaf Passenger with a guide-dog, during seat booking for such Passenger or during execution of this passenger ticket an authorized agent of the Carrier must notify the Carrier of carriage of such passenger in order to render him assistance during check-in in a departure airport and his transportation to an aircraft and from an aircraft in a destination airport.

6.5.6. In case of carriage of a blind passenger with a guide-dog, such a guide-dog shall be carried aboard free of charge, in excess of a free baggage allowance.

6.5.7. During check-in of a blind/deaf passenger with a guide-dog, it is necessary to provide a seat with ample space for a dog and not far from an emergency exit. Guide-dog must be muzzled and on the leash. In a passenger cabin of an aircraft a guide-dog must be leashed to a chair at the feet of a passenger whom it accompanies.

Article 6.6. PASSENGERS WITH REDUCED MOBILITY

6.6.1. The Airline provides wheelchairs of 2 types:

- for passengers who can climb stairs and go down, move to a passenger seat, sit down and get up, but cannot travel long distances without a wheelchair,

- as well as for passengers who cannot walk on the steps (they must be carried), are able to move themselves to the passenger seat and back (these passengers also require a wheelchair to overcome long distances).

It is necessary to place a request 24 hours prior to departure.

6.6.2. wheel chair

(a) Wheelchairs are carried free of charge only in checked baggage. It is necessary to place a request 24 hours prior to departure.

(b) Folding wheelchairs with manual control.

(c) Wheelchairs of this type are accepted for carriage without special restrictions.

(d) Electrically operated wheelchairs are not accepted for carriage.

6.6.3. stretcher

(a) The airline does not transport stretcher passengers due to characteristics of the aircraft.

(b) Information on special conditions relating to the carriage of Passengers referred to in this Article may be obtained by contacting the Carrier and its Authorized Agents, as well as from the Airline's website.

(c) Passengers are advised to notify the Carrier of limited physical abilities or the need for special assistance when making a booking. If the request for special assistance is submitted after the completion of the Booking or in accordance with the applicable rules, less than 48 hours before the flight departure, the Carrier will make every effort to fulfill the request in accordance with all applicable regulations, taking into account the time limits and special requirements for assistance, which it may need.

(d) A Passenger in respect of whom the request is made. If a Passenger requires special assistance at the time of check-in or landing, which was not mentioned as a preliminary request in a timely manner, has not been submitted in accordance with the provisions of this Article, the Carrier reserves the right to refuse to provide the Passenger any special assistance.

(e) If the Passenger has health problems or suffers from a certain illness for which travel in a sealed cabin of the airplane may have a negative effect, it is recommended that the Passenger consult a physician before starting the journey in order to ensure the safety of the journey for the health of the Passenger.

(f) If the Passenger does not notify the Carrier of a mental or physical illness or an incapacity, and in connection with the said Passenger's disease, the Carrier is forced to change the route of the flight to an unplanned destination, the Carrier has the right to demand from the Passenger all costs associated with the indicated change along the itinerary and other expenses, except for the cases of Force Majeure circumstances applied to a Passenger.

(g) If the Passenger does not notify the Carrier of a mental or physical illness or an incapacity, and in connection with the said Passenger's disease, the Carrier is forced to change the route of the flight to an unplanned destination, the Carrier has the right to demand from the Passenger compensation for all costs associated with the said change flight route and other expenses, except for cases of force majeure circumstances applied to the Passenger.

Article 6.7. CARRIAGE OF PASSENGERS WITH ENHANCED COMFORT

(a) For carriage with enhanced comfort, a Passenger can reserve the required number of seats. Payment for additional seats is made at the rate corresponding to the paid by a Passenger.

ARTICLE 6.8. SERVICING OF DIPLOMATIC COURIERS AND THEIR BAGGAGE

6.8.1. Diplomatic couriers carry diplomatic mail in the cabin of the aircraft and are obliged to:

- have and present, at the request of the Carrier, a document confirming their special authority as a person accompanying the diplomatic mail;

- be responsible for packing and filling out diplomatic mail in accordance with the requirements of the relevant international conventions and the requirements of the state bodies of departure, destination, and transfer points;
 - be responsible for securing the mail during grounds operations.
- 6.8.2. Registration of carriage of diplomatic mail in the cabin of an aircraft accompanied by a diplomatic courier can be performed by a separate ticket, or by receipts of fee for paid baggage, and payment is made in accordance with the rules of carriage of paid baggage.
- 6.8.3. 6.8.3. When a diplomatic mail is transported by a specially designed passenger ticket for this purpose, the mail is transported in a passenger seat if its weight does not exceed 75 kilograms. If this weight is exceeded, two or more tickets can be issued for the transport of diplomatic mail and, accordingly, two or more seats are occupied.

CHAPTER 7. CARRIAGE OF BAGGAGE

CHAPTER 7.1. GENERAL PROVISIONS

- 7.1.1. Baggage is personal items of a passenger or crew members carried by an aircraft as agreed with the Carrier. Term “Baggage” means both check-in (carried in a baggage compartment of an aircraft aboard which is a passenger) and unchecked (carried in a passenger cabin of an aircraft at his own risk) baggage.
- 7.1.2. During check-in a Passenger must weigh all their carried items.
- 7.1.3. In case of full enplaned traffic of an aircraft, the Carrier can limit acceptance of or to refuse to accept excess baggage of a Passenger for carriage.
- 7.1.4. The Carrier can refuse to carry belongings of a Passenger, if weight, dimensions, number of articles of baggage, content or their packing do not meet requirements of these Rules.
- 7.1.5. Check-in baggage must be carried by the same aircraft as the Passenger. If such carriage is impossible due to any reasons, the Carrier must carry the check-in baggage by its next or previous flight.
- 7.1.6. Baggage of a Passenger who does did show for embarking after check-in as well as baggage and hand baggage of a transit Passenger who did not show for embarking, must be removed from an aircraft.
- 7.1.7. A Passenger shall be held responsible for transportation any items banned for carriage in his baggage or handed over by them for carriage without observance of carriage requirements and Rules prescribed herein.

7.2. RIGHT TO SECURITY CHECK

For security reasons and/or at the request of the authorized bodies, the Carrier may require Passengers to get through security check of both a Passenger and/or their Baggage (using infrared rays or other technology). If a Passenger is absent, their Baggage can be scanned or inspected in their absence in order to check, in particular, whether any of the items listed above are contained therein. If a passenger refuses the check, the Carrier may refuse to transport the Passenger and their Baggage. If the scanning damages the Baggage or its contents, the Carrier shall not be liable for damage of this kind, except in cases of gross negligence or in case the damage is caused by the intentional unlawful actions of the Carrier.

7.3. RIGHT TO REJECT THE CARRIAGE OF BAGGAGE

- (a) The Carrier is entitled, for security reasons, to refuse to transport the Passenger or continue the carriage of the Passenger's Baggage if the Baggage contains any of the items listed in the legislation of the Republic of Kazakhstan or if the Passenger does not fulfill the requirements. The Carrier is not responsible for ensuring the security of the Baggage and/or items which were refused to be carried.
- (b) The carrier has the right, for reasons of safety, hygiene or technical necessity, to refuse to transport any items incompatible with air carriage due to their size, shape, weight, contents, configuration or nature, or refuse to continue their carriage if the items were found during travel. The Carrier is not responsible for ensuring the safety of the Baggage and/or items for which the Passenger was refused transportation.
- (c) The Carrier has the right to refuse the carriage of the Baggage for which the Passenger refuses to pay a tariff surcharge, according to the Rules.
- (b). The carrier is not responsible for ensuring the safety of the Baggage and/or items for which the passenger was refused transportation.
- (d) The carrier refuses to transport animals for which there are no documents necessary for travel in accordance with the applicable rules.

(e) The carrier has the right to refuse carriage in the cargo compartment of the Baggage which was not transferred to the Carrier by the Passenger before the Termination of Registration, in accordance with the conditions specified herein.

7.4.CHECK-IN BAGGAGE

7.4.1.General provisions

(a) The dimensions of one piece of check-in baggage in the amount of 3 measurements shall not exceed 158 cm, the weight of one piece of baggage shall not exceed 32 kg.

(b) The Passenger is required to transfer the Baggage at the Carrier's check-in counter for the purpose of checking it before the closing of check-in.

(c) After the Baggage has been delivered by the Passenger at the check-in counter, subject to the above conditions, the Carrier undertakes to store this Baggage and issues to the Passenger a Baggage Receipt for each item of Registered Baggage.

(d) A Passenger shall designate their Baggage with their name.

(e) In all reasonably possible cases, the Carrier shall ensure the carriage of check-in baggage by the same aircraft on which a Passenger is flying. The Carrier may, for reasons of security or for other reasons, transport the Check-in Baggage by another flight.

(f) The check-in baggage must be well packaged for the purpose of transport and ensure proper protection of the contents.

(g) Passengers are advised not to carry money, jewelry, artwork, precious metals, silverware, securities and other valuables, optical or photographic devices, computers, electronic and/or telecommunications equipment or devices, and musical instruments in the Check-in Baggage, as well as passports and other identity documents, keys, forms, business documents, manuscripts or contracts, both individual and template, etc. When the Passenger includes the above items in the Check-in Baggage, in case of their destruction, loss or damage to the Check-in Baggage, the Carrier is liable within the limits specified in the Convention and Article 18 of these General rules of Carriage of Passengers and Baggage.

(h) In accordance with the applicable rules, Passengers are not advised to bring any medicines in the Check-in Baggage.

With regard to the carriage of sports equipment in the baggage compartment, the following rules apply in accordance with these Rules.

7.4.2. Baggage allowance

(a) in the applicable cases, in accordance with the fare conditions, the Baggage allowance corresponds to the carriage in the cargo compartment of the aircraft of the amount of Baggage per passenger limited by the weight and/or number of seats and/or the dimensions of the Baggage, which is determined depending on the destination and the paid Fare indicated in the Booking.

(b) Passengers may carry Check-in Baggage in excess of the Baggage Allowance if the excess baggage fee is paid. Information on the conditions applicable to the above fee for excess baggage and tariffs for excess baggage can be obtained from the carrier and its Authorized Agents, as well as on the Airline's Website.

(c) In all cases, the weight of the check-in baggage shall not exceed 32 kg of Baggage per Passenger.

Excess baggage can be paid for at the airport of departure at the rates set by the Airline.

Passengers can obtain all necessary information about the applicable Baggage Allowance, if applicable, from the Carrier and its Authorized Agents, as well as on the Company's corporate website.

7.4.3. Specific statement of value

(a) if the value of the check-in baggage exceeds the Carrier's ultimate liability as determined by the Convention in the event of the destruction, loss, damage or delay of baggage, a Passenger may insure such Baggage prior to the commencement of the journey.

7.4.4. Receipt and delivery of Baggage

(a) According to the rules, a Passenger is required to receive their Check-in Baggage immediately upon commencement of the delivery of baggage at the destination point or at the Intermediate Stop. If the Passenger does not take Baggage within three months from the moment when he has the opportunity to receive the Baggage, the Carrier may dispose of the Baggage in its discretion, without any liability to a Passenger.

(c) Only the owner of the baggage receipt has the right to receive check-in baggage.

(d) If a person requesting the delivery of the baggage is unable to show the baggage receipt, the Carrier will provide the check-in baggage to that person only if sufficient satisfactory evidence is provided to

support that person's right to the baggage.

(e) Receipt of Baggage by the owner of the baggage receipt without complaints at the time of delivery is evidence that the baggage was delivered in good faith and in good condition (in the absence of evidence to the contrary from the Passenger).

7.4.5. Taking luggage for carriage. The Carrier is obliged to make a record (about the number of seats and the weight of check-in baggage), which is treated as a baggage delivered to a Passenger. If receipts of fee for additional baggage are not provided, then it is considered that the total weight of check-in baggage corresponds to the standards of free carriage. The Carrier is obliged to provide a Passenger with a break-out coupon for the number tag for each place of check-in baggage. A baggage tag and an identification tag portion are intended for baggage identification.

7.4.6. From the time the check-in baggage is handed over for carriage until the time it is delivered, a Passenger's access to baggage is prohibited, except for cases of identification or additional inspection by the relevant services.

Article 7.5. UNCHECKED BAGGAGE (HAND BAGGAGE)

7.5.1. The Airline establishes one place of carry-on luggage in accordance with current Tariff Rules published on the Airline's website.

7.5.2. For certain types of baggage that a Passenger intends to carry in the cabin of the aircraft, the Passenger may be refused carriage of the said baggage in the cabin of the aircraft for security reasons, technical necessity or depending on the type of aircraft, in which case the said baggage is to be transported as Check-in Baggage.

(b) Baggage/items that a Passenger does not wish to carry in the baggage compartment (for example, fragile musical instruments or other items) and which do not meet the requirements specified above (exceeding the standard, dimensions and/or weight) may be carried in the cabin of the aircraft only in cases where the Carrier has been duly informed by the Passenger, 24 hours prior to departure, about the specified baggage/items prior to registration and agreed to carry the specified baggage/items in the cabin of the aircraft. In this case, a separate fee may be charged for the carriage of the specified baggage, in accordance with the terms of the Carrier's fare.

7.5.3. When carrying fragile items weighing not more than 75 kg and not exceeding 120x50x30 cm, you must pay for extra space in the cabin.

7.5.4. Guitars, saxophones and other musical instruments that exceed the size of hand luggage must be transported as check-in baggage. In case of excess of such baggage, the excess weight of baggage is paid in accordance with the established tariffs of the Airline.

7.5.5. It is not allowed to transport TVs and other household electrical equipment in the passenger compartment.

(c) Passengers are responsible for personal belongings and hand baggage, carried in the cabin of the aircraft. In the event of destruction, theft, loss or damage to personal property and hand baggage, the Carrier is liable in the event that these events are a proven result of inappropriate actions by the Carrier or its employees or agents; in this case the Carrier's liability is limited to the amount specified in the rules of carriage of passengers and baggage.

7.5.6. Registration of unchecked baggage (hand baggage) carried in the cabin of an aircraft is carried out by issuing the tag "hand baggage" to a Passenger.

7.5.7. A Passenger is obliged to take care of the safety of their items transported in the cabin of the aircraft.

7.5.8. Unchecked baggage (hand baggage) is transported in the cabin of the aircraft and placed on the baggage rack above the passenger seat or under the seat. Unchecked baggage (hand baggage) remains with the passenger during the entire flight and is under their responsibility.

7.5.9. A Passenger can carry free of charge the following items necessary for them during landing, disembarkation or in flight if they are in the hands of the passenger and not put into the baggage, above the established standard of the baggage allowance:

- A handbag;
- A folder for papers;
- A coat or a raincoat;
- Blanket;
- Umbrella;
- Printed publications for in-flight reading;

- Meals for the baby and baby's road cradle;
- Wheelchair for a disabled person;
- Attaché case or briefcase
- Bouquet of flowers;
- Laptop.

Article 7.6. FREE BAGGAGE ALLOWANCE

7.6.1. Each passenger except for passengers in the "Child aged under 2/Infant" category can carry free of charge baggage as follows without seat provision:

- allowance of the check-in baggage according to p. 7.4.2 pp. d) + 10 kg of hand luggage.

Passengers travelling with official or privileged tickets, as well as a child carried on a children's ticket, have the right to carry baggage free of charge according to the rate established by the Carrier, in accordance with the rules for applying the fare.

7.6.2. Free baggage allowance is not subject to:

- pets, birds, fish and other animals, with the exception of guide-dogs accompanying blind passengers.
- sports equipment

7.6.3. For the carriage of passengers who have a single group booking and are traveling together on the same aircraft on the same route to the same destination, a group rate of free baggage transportation is provided at the request of the passengers, which is the joint allowance for free carriage of this group passengers' baggage.

7.6.4. If two or more passengers travel as one family to the same destination and together hand over the baggage for registration, it is permitted to establish a general baggage allowance equal to the amount of free baggage allowance for each Passenger.

7.6.5. In case of full commercial payload of an aircraft, the Carrier has the right to restrict or refuse to allow a passenger to carry baggage in excess of the established rate.

Article 7.7. PAID (EXCESS) BAGGAGE

7.7.1. Passenger, family or group must notify in advance the Carrier of weight and number of articles of baggage of excess baggage and pay for its carriage (during booking or when buying a ticket).

7.7.2. A Passenger must pay for carriage of baggage in excess of free baggage allowance as per applicable fare valid as of a day of carriage. Fees for excess baggage shall be calculated only for a difference between a maximum allowed limit per passenger (20 kg in economy class, 30 kg in business class) and actual weight of baggage.

7.7.3. Maximum weight of one article of excess baggage must be 32 kg, maximum number of articles of baggage is 2. Baggage in excess of the above-said weight and number of articles of baggage must be registered as cargo according to rules of cargo carriage.

7.7.4. If along an itinerary a Passenger increases weight of carried baggage he/she must pay for cost of carriage of excess baggage which weight exceeds the previously paid baggage. If along an itinerary a Passenger decreases weight of carried baggage, the Carrier shall effect no resettlements with respect to the earlier payment for baggage.

7.7.5. If a Passenger gave for carriage baggage in amount more than previously declared and paid for in advance, such baggage shall be accepted for carriage by the same aircraft aboard with this passenger only subject to available tonnage and after a relevant payment.

7.7.6. In case of any increase in baggage weight, a payment shall be charged for such extra baggage in a stop-over or transfer point.

7.8. SPORT EQUIPMENT

7.8.1. Skis, snowboards (a) must be reliably packed and put in baggage for carriage in the cargo compartment of the aircraft. The set for carrying skis includes: 1 pair of skis, 1 pair of ski poles, 1 pair of shoes, 1 helmet. The snowboard transport kit includes: 1 snowboard, 1 pair of shoes, 1 helmet, the length of skis and snowboards should not exceed 170 cm.

7.8.2. Hockey. The kit for carrying hockey equipment includes: 1 bag with hockey equipment, 1 set of protective equipment (for knees, hands, etc.), hockey sticks, 1 pair of skates, 1 helmet.

7.8.3. Surfboards and skateboards.

(a) must be reliably packed and handed in baggage for carriage in the cargo hold of the aircraft.

(b) the length of the surfboard should not exceed 170.

7.8.4. Bicycles.

The Airline accepts bicycles for transportation if they are properly packed. Special conditions for transport: you need to remove the pedals and lower the tires. Tandem (bicycle for two/three people) is not accepted for carriage.

7.8.5. Golfing equipment

The equipment must be properly packaged for carriage in the cargo hold. The golf equipment package includes: 1 golf bag, which contains 1 set of golf, golf balls and ball stands.

7.8.6. Diving equipment, fishing equipment

Special conditions for carriage of diving equipment:

a) One set of diving equipment includes: a buoyancy compensator, a regulator, a mask and a breathing tube, a pair of fins, a weighting belt with weights.

b) During transportation, the scuba tanks must be empty and the valves open. The diving lantern must be de-energized, the lamp or battery must be removed, the lantern can only be carried as hand luggage. Special conditions for the carriage of fishing equipment: a set of fishing equipment consists of one fishing rod, one fishing bag.

7.8.7. Sportive weapons

Special conditions for carriage of sporting weapons: carriage of sporting weapons is performed in accordance with the rules of carriage of weapons and ammunition, subject to p. 7.12. of these Rules.

For carriage, the SSR code "SPEQ" for direct flights or "SETR" for transfer flights is used.

Sportive equipment is accepted at check-in at the discretion of the ground services upon prior request.

Article 7.9. ITEMS AND SUBSTANCES NOT ACCEPTED FOR CARRIAGE AS BAGGAGE

7.9.1. In order to ensure flight safety the following items and substances which can cause damage to passengers, aircraft or property aboard an aircraft are not accepted for carriage as baggage:

- explosives and items filled with explosives, firing devices, ammunition, illuminating substances and rockets
- pressurized and liquefied gases, gases for domestic use (butane-propane, etc.);
- poisonous, intoxicating and irritating substances;
- inflammable solid substances and liquids;
- acid corrosive or oxidizing materials and substances;
- magnetized substances;
- radioactive materials;
- briefcases fitted with control safety devices;
- mercury and any other substances, items falling under a category of above-stated substances, cargo and items which raise doubts in safety of their carriage and which can be used for arson, explosion or endanger life of passengers and crew members.

List of substances and items banned for carriage by passengers aboard civil aircraft is stipulated by the International Civil Aviation Organization (ICAO) and laws of the Republic of Kazakhstan.

7.9.2. The following special types of baggage and cargo are not accepted for carriage:

- biological preparations;
- wild animals, fur-bearing animals and reptiles (snakes);
- big domestic animals, poultry,
- fish seed, bees, etc.

7.9.3. The following items are also not accepted for carriage:

- items which in opinion of the Carrier are not acceptable for carriage as baggage due to their weight, sizes or any other features;
- items which are banned for carriage by laws, decrees, regulations, rules and instructions of state agencies of the Republic of Kazakhstan and countries to, from and via which carriage is performed.

Article 7.10. ITEMS AND SUBSTANCES ACCEPTED IN LIMITED AMOUNT

7.10.1. Passengers can carry in their baggage the following substances and items in limited amount and with consent of the Carrier, unless otherwise provided for by established standards of a country to, from and via which a carriage is performed:

- (a) Alcoholic beverage with alcohol content between 24% and 70% by volume in vessels of at most 5 liter in volume, if they are in baggage of a passenger in an airtight container. Total net amount of such beverages per person is 5 liter.
- (b) Alcoholic beverage with alcohol content below 24% by volume are not subject to any restrictions except for packing restrictions.
- (c) Nonradioactive medicine and toiletry, including aerosols. Aerosols without any extra danger for use in sport or household purposes are transported only check-in baggage. Total net amount of all such items carried by each person must not exceed 2 kg or 2 liters and net amount of a separate item must not exceed 0.5 kg or 0.5 liter.
- (d) Hair sprays, sprays, cologne and medicine containing spirit only in checked-in baggage. Total net amount of all such items carried by each person must not exceed 2 kg or 2 liters and net amount of a separate item must not exceed 0.5 kg or 0.5 liter.
- (e) Subject to approval by the Airline, small cylinders with gas oxygen or air necessary for medical purposes.
- (f) Small cylinders with carbon dioxide to activate artificial limbs as well as spare cylinders of similar sizes if it is necessary to ensure a necessary reserve throughout the entire trip.
- (g) Subject to approval by the Airline, only in check-in baggage, cartridges for sport purposes safely packed in cases in amount of not more than 5 kg in weight per person for personal use. Cargo rates for several persons cannot be combined in one or several cargo packages.
- (h) Impregnated matches or private lighter carried by a separate person with themselves. No carriage of lighters containing unabsorbed liquid fuel (except for liquefied gas), lighter fuel and refill elements is allowed.
- (i) Cardiac muscle stimulators or any other devices on radioactive isotopes, including devices with lithium battery supply implanted in a human body or radioactive pharmaceuticals contained in a human body as a result of medical treatment.
- (j) Subject to approval by the Airline, wheelchairs for transportation of sick patients or any other battery-driven mobile facilities fitted with leak-proof batteries and transported in check-in baggage provided that battery terminals have short circuit protection and battery is securely fitted to a wheelchair or mobile facility.
- (k) Subject to approval by the Airline, wheelchairs for transportation of sick patients or any other battery-driven mobile facilities fitted with leak-proof batteries and transported in checked-in baggage provided that a wheelchair or mobile facility can be loaded, placed, secured and unloaded only in a vertical position and provided that a battery is switched off, battery terminals have short circuit protection and battery is securely fitted to a wheelchair or mobile facility.
If it is impossible to load, place, secure and unload a wheelchair only in a vertically position, battery must be removed and then a wheelchair can be carried without restrictions as check-in baggage. Removed battery must be carried in hard packing sets. Such packing sets must rule out leak of and must not let go through it battery's liquid. It is necessary to ensure protection against overtopping by fixing to trays or by fixing in cargo compartments using secure fastening seals, tightening tapes, clamps or anchorages. Batteries must have short circuit protection, fixed vertically in packing sets and surrounded by sufficient amount of compatible absorbent materials in order to completely absorb liquid contained in them. Packing sets must be marked with "liquid battery with wheelchair" or "liquid battery with movable facility" and a corrosive danger sign. Pilot-in-Command must be informed of location of wheelchair for carriage of sick patients or a mobile facility with installed battery or location of a packed battery. It is recommended that passengers coordinate actions with each Airline in advance. Non-leak-proof batteries must be fitted, as far as possible, with leak-proof vent plugs.
- (l) Catalytic hairdressing curling irons containing hydrocarbon gas, maximum one per each person in check-in baggage provided that a heating coil has a safe protector cap. It is not allowed to transport gas refill elements for such irons.
- (m) Subject to approval by the Airline, barometer or mercury thermometer can be transported by a representative of a weather bureau or a similar official agency, only in hand baggage. Barometer or thermometer must be packed in a solid external packing set with a pressed inner insert or bag from durable impermeable or puncture-proof mercury resistant material which prevents mercury leak. Pilot-in-command must have information about a barometer or thermometer.
- (n) Subject to approval by the Airline, two small cylinders with carbon dioxide or any other relevant gas

installed in a self-righting life jacket for blowing purposes per person (at most) plus not more than two spare chargers to it.

(o) Subject to approval by the Airline, heat-emanating items, i.e. such battery-driven equipment as underwater lanterns, soldering equipment which in case of inadvertent actuation will emanate ample quantity of heat and can cause fire, can be transported only in hand baggage. Heat-emanating element or source of energy must be removed to avoid inadvertent functioning during carriage.

(p) One small medical or clinical mercury thermometer for personal use if it is in a protective case.

Note: The list is prepared subject to requirements of Technical Instructions to Safe Carriage of Dangerous Cargo by Air (DOC 9284 AN905, 2008-2010, ICAO).

7.10.2. The Carrier allows passengers to carry liquids of not more than 2 liters in volume in a passenger cabin. Such liquids must be packed in containers of not more than 50 ml each.

Such liquids include gels, sprayers, mascara, shampoos, perfume, colognes, creams, etc. Volume of liquids allowed for carriage by passengers in a passenger cabin of an aircraft can be limited by the airline or on demand of international organizations and authorized bodies of civil aviation of the Republic of Kazakhstan.

7.10.3. In any case, the final decision on the admission to carriage of hand baggage and its contents is made by the relevant airport services.

ARTICLE 7.11. CARRIAGE OF WEAPON AND AMMUNITION

7.11.1. During flight Passengers are not allowed to carry any firing, gas and cold arms of all types, as well as its model.

7.11.2. Weapon and ammunition for hunting and sport purposes are accepted for carriage provided that a Passenger has relevant documents for such weapon; it is discharged and packed in a special case. Such items shall be transported only as check-in baggage.

7.11.3. Carriage of weapon on them by persons on duty shall be performed only subject to a special permit to be issued in a prescribed manner according to applicable laws and regulations of state agencies of any country to, from or via which such carriage is performed.

7.11.4. Carriage of weapons must be performed in a discharged state, in a packed form, in the passenger's baggage, in isolated compartments of the aircraft. Ammunition is transported in packaged form, separate from the weapon.

7.11.5. Gas weapons are transported in the passenger's baggage in a packed form. Ammunition to gas weapons must not be transported.

7.11.6. Weapon shall be removed from persons entitled to keep and transport weapon but not on duty and shall be handed over to a representative of the Carrier for period of flight. Blades and knives being accessories of national dress as well as souvenirs found in sale which imitate weapon shall be accepted for carriage and check-in as baggage for a period of flight. Items which by their appearance remind weapon (for instance, toys), pyrotechnic devices (rockets, squibs, Bengal lights, etc.), and any other items which can be used for intimidation and assault (bicycle chains, sticks, scissors and any other cutting and piercing items) are not accepted for carriage as unchecked baggage.

7.11.7. If itinerary of an aircraft of the Carrier crosses a state border, carriage of weapon aboard must be in advance settled with relevant authorized agencies of concerned countries in order to observe existing laws and regulations of such countries.

7.11.8. In case of an allowed carriage of weapon of all types, ammunition to firing arms, weapon shall be taken at check-in, carried and delivered to passengers in compliance with requirements of the instruction of the Airline on carriage of weapon and ammunition by aircraft.

- An aircraft security officer (ASO) is responsible for the receipt of weapons for transportation, the processing of necessary documents, the delivery of aircraft to the airport of departure and the issuance of weapons at the airport of destination.
- The receipt of weapons from the passenger for temporary storage for the period of the flight is issued by an act made in 3 copies signed by the passenger-owner of the weapon and the ASO employee. The first copy of the act is also signed by the Carrier and remains at the airport of departure in the ASO, the second copy is given to the Carrier, the third copy is issued to the passenger for receiving weapons at the airport of destination. The ASO officer informs the passenger-owner of the weapon about the order of their receipt at the airport of destination.
- Employees of the Federal Security Service of the Republic of Kazakhstan, the State Courier Service

under the Government of the Republic of Kazakhstan, who have corresponding travel regulations in the performance of their duties, as well as servicemen and employees of other militarized organizations that have advisory travel instructions and escorts for escorted persons for the period of the flight, do not hand over their weapons.

- The carriage of long-barreled weapons, which dimensions cannot be disassembled, cannot be placed in (standard) metal lockable boxes, carried out in isolated baggage or cargo compartments of aircraft in the passenger package sealed by the ASO (special container, case, case, cover), and meeting the requirements of aviation security.
- The transfer of weapons to the passenger at the airport of destination is carried out by an aviation security officer upon presentation of a third copy of the act, a document proving his identity, a document for the right to carry and store weapons, and, if necessary, the relevant permit for its import/export to the territory Republic of Kazakhstan.
- The weapon unclaimed by the passenger at the airport of destination is handed over by the aviation security officer to the internal affairs bodies.
- Individuals who own weapons and ammunition must have a permit to own and carry each weapon, issued by the relevant Ministry of Internal Affairs with a mark of the trade organization on the sale of these weapons or a duplicate of the permit. A preliminary inquiry is required 24 hours prior to departure. Employees of state agencies that carry out operational search activities, who are in the course of performing official duties, attached to escorted persons (suspects), or connected with transportation of material evidence, criminal cases and other official documents and materials, employees of units of the state courier service carrying special mail and special cargo, military guard accompanying escorted persons, employees of the State Security Service of the Republic of Kazakhstan, camping in the performance of duties relating to the accompaniment of protected persons, with appropriate notes in the travel documents. A preliminary inquiry is required 24 hours prior to departure.

Article 7.12. CARRIAGE OF SPECIAL BAGGAGE

7.12.1. Binocular, radio sets and radio-transmitting sets, photo and cinema equipment are accepted for carriage only if they are packed in suitcases or boxes. A Passenger is not allowed to use them aboard an aircraft. Feed elements except for stationary ones must be removed from radio equipment.

7.12.2. A Passenger must not use a transistor receiver and any other electronic devices during a flight except for a hearing device, cardiological device, electronic alarm clock, calculator, lap-top computer, portable tape recorder (player) and typewriter.

7.12.3. Passenger is not recommended to include any fragile or perishable products, currency notes, jewelry, precious metals, personal computers, electronic means of communication, bills of debt, financial credit instruments and any other valuables, business documents, passports, identity cards, keys and any other similar items in their check-in baggage.

7.12.4. Fragile goods, which require special precautionary measures during carriage or special conditions of their storage (small-sized portable tape recorders, radio sets, TV sets, crystal ware, chinaware, diplomatic mail, etc.), items size of which does not exceed dimensions of hand baggage can be, as agreed with the Carrier and to the extent technically practicable, carried by a Passenger in a passenger cabin provided that they must be produced for screening. The above-said items are accepted for carriage as baggage only in packing which ensures integrity of its content and provided that the Carrier is not held responsible for their integrity.

Article 7.13. CARRIAGE OF ANIMALS AND BIRDS

The request for carriage must be placed 24 hours prior to departure. Required documents for the transport of animals: a veterinary passport and a certificate. The permissible weight of animals (dog or cat) in the cabin of the aircraft is up to 8 kg, the dimensions of the cage must not exceed (29x43x26) and in the baggage compartment, weighing up to 30 kg. In the case of transporting animals, you must notify the Airline upon booking and obtain permission from the Carrier. The total number of animals transported on one flight is determined by the Airline.

In case of questions on registration of documents, passengers can apply to the veterinary department of the airport.

7.13.1. Dogs, cats, birds and any other animals are accepted for carriage only if accompanied by adult

passengers and subject to a prior consent of the Carrier. A Passenger must produce a certificate issued by a state agency and any other documents required by veterinary authorities of a country to, from and via which such carriage is performed.

7.13.2. For carriage of animals and birds a Passenger must provide a container (cage) of sufficient dimensions with access for air. Bottom of a container (cage) must be waterproof and covered with absorbent material. As an exception, animals and birds can be transported in tightly closed baskets, boxes with an air intake opening. Bird cages must be covered with dense lightproof fabric.

7.13.3. Animals and birds are accepted for carriage provided that a Passenger assumes all responsibility for them. The Carrier shall not be held responsible for any physical injury, loss, delayed delivery, disease or death of such animals and birds and also in case of their denied entry in or transportation to/via a country.

7.13.4. A Passenger must observe all requirements of the Carrier and compensate the Carrier for losses and extra expenses which may arise during transportation of an animal/bird.

7.13.5. Test animals are not accepted for carriage.

7.13.6. Weight of attended animals and birds, including weight of a container (cage) and food are not included in a free baggage allowance and shall be paid for as per fare fixed in regulatory acts of the Carrier. If weight of an animal with a cage exceeds 8 kg, such animal must be carried only as check-in baggage in an isolated baggage-compartment of an aircraft.

7.13.7. Guide-dogs shall be carried free of charge without a cage in excess of a free baggage allowance provided that such dog has a collar or is muzzled and it is leashed at the feet of its owner.

ARTICLE 7.14. CARRIAGE OF OVERSIZED BAGGAGE

7.14.1. Oversized baggage is accepted for carriage upon prior agreement with the Carrier. A passenger who wishes to transport oversized baggage is required to notify the Carrier about this when booking a seat or when purchasing a ticket.

7.14.2. Carriage of oversized baggage shall be paid for as per special fares of the Carrier.

7.14.3. If several carriers participate in a carriage, then Carrier must obtain their consent to carriage of oversized baggage.

7.14.4. Oversized baggage shall be accepted for carriage provided that dimensions of loading hatches and baggage-cargo compartments of aircraft allow loading/discharging and its placement aboard an aircraft.

7.14.5. Oversized baggage must have a hold for its fastening to an aircraft, from it and aboard an aircraft during carriage.

7.14.6. The Carrier can refuse to accept oversized baggage if it fails to meet the above-said requirements.

7.14.7. No free baggage allowance is applied to oversized baggage; carriage of such baggage must be paid for as per a special fare.

Article 7.15. CARRIAGE OF BAGGAGE IN A PASSENGER CABIN

7.15.1. Baggage which requires any special precautionary measures (musical instrument, crystal ware and chinaware, etc.) can be carried in a passenger cabin.

7.15.2. Carriage of baggage in cabin shall be registered subject to a prior consent of the Carrier. After such consent to carriage of baggage in a passenger cabin a separate ticket shall be issued for such carriage with cost making 100% of annual fare of "Y" economy class (universal fare).

7.15.3. Weight of baggage carried in a passenger cabin must not exceed 20 kg and its dimensions must allow its location in a separate passenger seat.

7.15.4. Packing of baggage carried in a passenger cabin must have a device for its fastening to a passenger seat. A Passenger themselves shall take baggage on board an aircraft and take it down from an aircraft.

7.15.5. Baggage carried in a passenger cabin must undergo screening for aviation safety before its loading on board an aircraft.

Article 7.16. CARRIAGE OF FRAGILE AND VALUABLE ITEMS

(a) The Airline is not responsible for the safety of fragile and perishable items, as well as for broken glass containers and spilled liquids inside suitcases. The passenger should not place money, documents, articles of precious stones and metals, cameras, laptops, video cameras, cell phones, keys, etc. in their check-in baggage. These items the passenger must carry with them, not putting them in the baggage.

Article 7.17. ABANDONED, LEFT OR MISHANDLED BAGGAGE

7.17.1. If after arrival to a destination, stop-over or transfer point a Passenger does not receive their check-in baggage and declares its no collection, the Carrier or servicing agent must take all necessary measures for baggage search.

7.17.2. Abandoned, left or mishandled baggage with paid carriage as per a relevant baggage fare shall be expedited to a destination, stop-over or transfer point without any extra charge.

Article 7.18. DIPLOMATIC BAGGAGE

7.18.1. Diplomatic baggage (mail) accompanied by a diplomatic courier can be carried in a passenger cabin. It is registered as unchecked baggage separately from personal baggage of the diplomatic courier and can be placed in passenger seats not occupied by passengers (not more than 10 kg per seat).

7.18.2. Carriage of diplomatic baggage (mail) shall be paid for according to fare application rules of the Airline.

7.18.3. Diplomatic baggage (mail) handed over for care of the Carrier (valise) shall be carried according to terms and conditions of special agreements signed between the Airline and clients and failing such agreements according to rules and instructions of the Airline.

Article 7.19. BAGGAGE PACKING

7.19.1. Belongings being carried as baggage must be packed in suitcases, bags, parcels and any other similar containers with carrying handles. Boxes, baskets must be bound; baskets must be bound and meant for carrying. Locks must be in good order and locked. Covers, bottoms and walls must be without apertures and tightly fitted. Ropes or straps must be sound and knotless. Suitcases, bags, briefcases, baskets without locks must have special packing and protected from access to their content. Packing of check-in baggage must ensure integrity of the content in conditions of standard measures of their handling during carriage.

7.19.2. Baggage with any protrusive items in its package (nails, ends of bounded metal bands, wires, etc.) is not accepted for carriage.

7.19.3. The Carrier can refuse to accept baggage as check-in baggage if such baggage is packaged to ensure its integrity during standard measures of handling. Passenger shall be held liable for packing of baggage.

7.19.4. A Passenger is recommended to have an identification marking with name and address of a Passenger on each article of baggage both inside and outside.

7.19.5. A Passenger must not include in their check-in baggage any fragile and perishable products, currency notes, jewelry, precious metals, personal computers, electronic means of communication, bills of debt, financial credit instruments and any other valuables, business documents, passports, identity cards, medicine, keys, and any other similar items.

Article 7.20. BAGGAGE COLLECTION

7.20.1. Passenger must collect their check-in baggage immediately after the Carrier produces it for collection in a destination point.

7.20.2. The Carrier shall deliver check-in baggage to a bearer of a tear-off coupon of baggage tag. The Carrier or its authorized agent do not have to check if bearer of a baggage tag and tear-off coupon is indeed entitled to collect baggage and shall not be held responsible for any damage or expenses incurred by a passenger due to issue of baggage without such check.

7.20.3. If a person claiming baggage collection cannot show baggage tag and tear-off coupon, baggage shall be issued to such person only after their identity documents are checked. Baggage collection shall take place in the airport where it was accepted for carriage. However, baggage can be collected in an intermediate airport, on demand of a Passenger, unless baggage handover is banned by rules of state agencies, and if time and circumstances allow such delivery and will not cause delay of a departing aircraft.

7.20.4. Baggage collection by a Passenger who has a tear-off coupon of baggage label without their written complaint shall provide for verification that baggage was delivered safe and subject to a carriage contract.

7.20.5. In all cases of delayed baggage carriage, its shortage, damage or loss and in case of baggage delivery without baggage label or tear-off coupon of a numbered baggage label, it is necessary to fill into a Property Irregularity Report (PIR) to be verified by signature of a representative of the Carrier and Passenger before the latter leaves an airport.

7.20.6. In case of shortage or damage of baggage, the airport where such irregularity in carriage was found, must fill into a Property Irregularity Report (PIR) as per due form.

Article 7.21. BAGGAGE STORAGE AND DISPOSAL

7.21.1. Baggage without documents, i.e. baggage without a baggage tag and with an identified owner shall be stored in an airport where it was removed from an aircraft for 5 days. During that period the Carrier shall look for a baggage owner. At the end of the said period unclaimed baggage must be sent for further storage to a hub station of the Carrier.

7.21.2 The Carrier shall keep unclaimed baggage for six months from a day of its delivery. At the end of the said period unclaimed baggage shall be destroyed.

7.21.3. Perishable products in unclaimed baggage must be destroyed in case of their spoiling. Failure of their further storage shall be registered in a report which confirms fact of spoiling.

Article 7.22. LIMITED LIABILITY OF THE CARRIER DURING CARRIAGE OF CHECK-IN BAGGAGE

7.22.1. Responsibility of the Carrier for carriage performed by the Airline on the territory of the Republic of Kazakhstan is regulated by the regulatory legal acts in force in the territory of the Republic of Kazakhstan, the Rules for the Carriage of Passengers and baggage of the Airline and the contract of carriage.

7.22.2. According to the Warsaw Convention, supplemented by the Hague Protocol, in all cases of loss and damage to baggage, the liability of the Airline is limited to USD 20 at the rate of the National Bank of the Republic of Kazakhstan on the day of payment for 1 (one) kilogram of lost or damaged check-in baggage, if the passenger does not declare a higher cost and does not pay an additional fee per kg. If the contents of the Passenger's baggage falls under the definition of "valuable baggage", in these cases the Airline recommends to insure baggage. The Airline is not liable in cases of minor damage to check-in baggage, i.e. for broken wheels, lost fixing tapes, torn handles of suitcases, as well as for scratches, scrapes, dents, cuts, contamination caused by wear due to prolonged use of suitcases.

CHAPTER 8. REFUND OF PAYMENT TO PASSENGER FOR CARRIAGE

Article 8.1. GENERAL PROVISIONS

8.1.1. In case of no-carriage due to the fault of the Carrier or waiver of carriage by a Passenger, the Carrier shall refund amount under unused carriage documents according to fare application rules.

8.1.2. Application for refund of amounts under an unused ticket, its part, excess baggage label shall be accepted by the Airline during validity of a document but in no case later than 30 calendar days after expiration of such period.

8.1.3. Amount shall be refunded either to a person indicated in a ticket or to a person who paid for a ticket.

8.1.4. A person who paid for a ticket not being a Passenger indicated in a ticket shall request the Airline or its agent to indicate in a ticket a receiver of refunded amount for unused carriage.

8.1.5. Amount shall be refunded only against a Passenger coupon (receipt) and all unused flight coupons of a ticket or receipts of fee presented to the Airline.

8.1.6. The Carrier shall return amounts only under a document issued by it or its authorized agent.

8.1.7. An issued passenger ticket executed as per a standard or special fare shall be valid for refund during one year:

- from a date of start of carriage (if carriage commenced);
- from a date of ticket execution (if carriage was not commenced).

A Passenger ticket shall be returned to a point where it was bought.

8.1.8. Payment shall be refunded in full or in part in a point where a Passenger ticket was bought within one year after its issuance date, if a carriage was not performed in any section, or from a departure date in a first section of carriage, unless otherwise provided by fare application rules.

Article 8.2. REFUND OF PAYMENT

8.2.1. Refund of payment is classified as forced, if a Passenger waives a carriage only due to the fault of the Carrier in the following cases:

- 1) flight for which a passenger has booked a seat is cancelled, put off, delayed;
- 2) incorrect execution of carriage documents of a passenger; scheduled stop-over in a point being a departure, destination or stop-over point for a passenger is cancelled;

- 3) service class or aircraft type is replaced;
- 4) nonperformance of a flight according to time indicated in a schedule;
- 5) failure to provide a passenger with a seat according to earlier booking;
- 6) disease or death of a passenger or his family member accompanying him aboard the same aircraft confirmed by a medical report with an indication about contraindication to a flight by an aircraft.

8.2.2. Amount refunded to a Passenger in case of a forced waiver of flight shall be determined according to the following provisions:

- if carriage was not performed in any section, whole amount paid for carriage shall be refunded;
- if a carriage is performed in part, refunded amount shall correspond to an unperformed part of carriage.

8.2.3. In case of a voluntary waiver of a flight by a Passenger, amounts shall be refunded according to acts of the carrier in the following manner:

- 1) if a carriage was not performed in any section, a Passenger shall be refunded an amount paid for carriage with deduction of all charges related to it;
- 2) if a carriage was performed in part, a difference between amount paid for the whole carriage and amount corresponding to cost of performed part of carriage shall be refunded with deduction of charges related to a performed part of carriage, according to fare application rules.

8.2.4. The return of the amount of payment for a passenger ticket sold at a special fare is carried out in accordance with the rules for the application of this fare.

8.2.5. The amount of the refund for a partially used passenger ticket is calculated as the difference between the originally applied fare and the actual carriage fare. All fees related to the performance of a part of the carriage are not refunded.

8.2.6. The refund of the amounts shall be made in the currency of the initial payment for the carriage, or, upon the passenger's request, in the national currency of the Republic of Kazakhstan.

8.2.7. The refunds are made on tickets and receipts of different charges, originally issued by the airline or agents according to the rules of the Airline.

8.2.8. The refund of the amounts for tickets and receipts of paid baggage issued by the Airline is made in the country of issue of the initial ticket and receipt of a different fee or at the representation of the Airline in the country where the ticket is refunded.

CHAPTER 9. ADMINISTRATIVE PROCEDURE

Article 9.1. GENERAL PROVISIONS

9.1.1. A Passenger shall be solely responsible for regulation of relations between state agencies and the Passenger and it is not liability of the Carrier. The Carrier shall not be held liable for availability, authenticity and correct execution of any documents issued by state agencies which are issued for carriage.

9.1.2. A Passenger must observe all laws, decrees, rules and instructions of authorized agencies of a country from, to or via which his carriage is performed which are related to compliance with requirements of special control, passport, customs, currency, sanitary, quarantine and any other formalities set out in TIM (Travel Information Manual), as well as rules and instructions of the Carrier.

9.1.3. During the check-in, a Passenger must present any entry, exit, medical and any other documents requested subject to laws, decrees, rules and instructions of authorized bodies of countries covered by a carriage.

9.1.4. The Carrier has the right to refuse to carry a Passenger whose documents are not fully presented or are incorrectly executed. The Carrier shall not be held liable to a Passenger for any losses or costs related to a failure to comply with laws, regulations and instructions of authorized state bodies.

Article 9.2. PAYMENT OF FINES AND OTHER EXPENSES

9.2.1. If the Carrier had to pay a fine for a Passenger, bail him out or incur any other expenses due to failure of a Passenger or organization which registered him to comply with laws, decrees, regulations and instructions of state agencies of any country to, from or via which a carriage is performed, a Passenger and organization or person which/who paid for a passenger ticket must compensate the Carrier on its demand for all amounts paid by it.

9.2.2. The Carrier can use any amounts credited by a Passenger or organization which paid for a Passenger

ticket being at the Carrier`s disposal to pay such expenses.

Article 9.3. CUSTOMS CONTROL AND SECURITY CONTROL

- (a) During customs control a Passenger must observe requirements of state customs agencies, be present during screening of their check-in baggage and hand baggage. The Carrier shall not be held responsible if a Passenger is late to a flight (check-in) due to a customs control procedure and any other control procedures.

CHAPTER 10. LIABILITY DURING AIR CARRIAGE OF PASSENGERS AND BAGGAGE

Article 10.1. GENERAL PROVISIONS.

10.1.1 Responsibility during carriage of passengers and baggage shall be determined by the following:

- terms and conditions of a carriage contract (passenger ticket);
- regulatory legal acts of the Republic of Kazakhstan;
- international air carriage agreements;
- Agreements between Airline companies (airports, airlines, carriers, agents for servicing aircraft and passengers), these Rules, and other acts of the Airline.

10.1.2. The Carrier shall be held liable for damage to life or health of a passenger caused during an air carriage unless it proves that such damage resulted from a force majeure event or intent of the injured. Air carriage of a passenger covers a period from passenger`s embarking an aircraft until a passenger disembarks from an aircraft no matter if an aircraft performed a flight or not. Responsibility of the Carrier for damage to life or health of a passenger caused during an air carriage in international flights shall be determined subject to international agreements ratified by the Republic of Kazakhstan.

10.1.3. The Carrier shall cover damage for loss, shortage and/or damage of check-in baggage as follows, unless it proves that such loss, shortage and/or damage of baggage took place not due to its fault:

- loss or shortage of baggage accepted for carriage without declared value – in amount determined in an air carriage contract;
- damage of baggage – to the extent of an amount for which value of baggage is reduced and in case if it is impossible to restore damaged baggage – to the extent of its cost.

The Carrier shall cover damage for loss, shortage and/or damage of any belongings carried by a passenger himself to the extent of an amount for which value of such belongings is decreased, unless a passenger proves that damage was caused due to the fault of the Carrier.

If loss, shortage and/or damage of baggage or any other item included in it content influence the value of any baggage entered in the same baggage label or baggage waybill, total value of such baggage must be taken into consideration when determining amount of compensation. Along with compensation of determined damage caused by loss, shortage and/or damage of baggage the Carrier shall return to a sender (receiver) a payment collected for carriage of lost, missing, defaced or damaged baggage, unless such payment is included in ticket price.

Article 10.2. CONDITIONS THAT EXCLUDE THE LIABILITY OF THE CARRIER

10.2.1. The liability of the Carrier shall not exceed the amount of actual direct losses incurred.

10.2.2. The carrier is not responsible for changes in the schedule in the case of notifying the passenger 14 calendar days before the expected departure date by sending short messages notification to the passenger's contact number indicated in reservation.

The Carrier is not liable and does not reimburse damages arising directly or indirectly due to its compliance with laws, regulations and rules, and the orders of state bodies and these regulations, or because of their non-compliance by a Passenger.

10.2.3. The Carrier is not liable for damage caused not through fault of the Carrier or for any reason beyond its control (including: natural disaster, weather conditions, an act of unlawful interference, requirements of state bodies, etc.).

10.2.4. The Carrier shall not be liable to a Passenger on the suit brought against them or on their behalf against a person who intentionally caused damage, resulting in death, injury, personal injury to the passenger or damage to his baggage during carriage.

10.2.5. The Carrier shall not be liable if the damage to the life or health of a Passenger was a result of their state of health.

10.2.6. The Carrier shall be released from liability if it proves that the loss, shortage or damage of baggage occurred due to circumstances that he could not prevent or whose elimination from him did not depend, in particular, due to:

- the fault of a person who handed over or received the baggage;
- natural properties of transported items;
- packing failure, which could not be seen at external inspection of check-in baggage;
- special properties of items or substances in the baggage that require special conditions or precautions for their carriage and storage.

10.2.7. The Carrier is not liable:

- for the shortage of the weight of the baggage in the case of arrival and delivery to the passenger in good packaging, without traces of theft and damage, unless a Passenger proves that the shortage of baggage took place and was caused through the Carrier's fault;
- for delay in delivery of baggage due to circumstances beyond the control of the Carrier, in particular due to unfavorable weather conditions, natural disasters, interference in the carriage process of unauthorized persons, etc.;
- for damage to fragile and fragile things, for money and jewelry;
- for the safety of easy spoiled items carried by passengers as checked luggage;
- for minor outer damage to the packing of baggage due to its natural deterioration and carriage under normal conditions, without intentional intent on the part of the Carrier or its authorized employees.
- precious metals, silverware, valuable and business papers, medicines, keys, passports, certificates and other things that are not accepted as check-in baggage, regardless of whether the Carrier knows about the presence of these things in the baggage or not.

Article 10.3. LIABILITY OF PASSENGER DURING CARRIAGE

10.3.1. If the Carrier incurs damage due to the fault of a Passenger, the Passenger must bear financial liability to the extent of caused damage and proven loss of profit.

10.3.2. A Passenger shall be held liable for non-compliance with the following:

- rules of carriage (photographing, filming and use of radio facilities, etc.)
- fire safety, sanitary and antiepidemic rules;
- rules for carriage of dangerous substances or articles;
- safety rules of flight (attempt to open the door, the hatch of the aircraft, refusal to fasten the seat belt, smoking in the non-designated areas, etc.)

10.3.3. A Passenger shall be held liable for violation of public order in airport terminals and city agencies, airports, aerodromes and aboard aircraft, including he shall be held liable for any illegal actions against other passengers and personnel of the Carrier.

10.3.4. Extent of administrative and criminal liability shall be determined subject to the laws of the Republic of Kazakhstan.

CHAPTER 11. CLAIM PROCEDURE

Article 11.1. GENERAL PROVISIONS

11.1.1. Circumstances and facts which may underlie lodging of a claim by an injured person and therefore property liability of the Carrier, passengers, senders and receivers of baggage shall be confirmed by a Property Irregularity Report (PIR).

11.1.2. The PIR shall be executed in a destination airport during baggage collection. In separate cases PIR can be executed in an original or intermediary airport in order to verify circumstances and facts of a right for compensation of damage which resulted from damage, right to lodge a claim.

11.1.3. Circumstances and facts of PIR execution shall be the following:

- discrepancies in name of baggage, weight or number of articles of baggage indicated in carriage documents;
- shortage or damage of baggage;
- damaged packing of baggage;
- baggage found without documents.

The PIR underlies the following actions:

- search of baggage and its owner;
 - investigation of reasons and exposure of persons guilty for loss, shortage or damage of baggage;
 - satisfaction or rejection of claims of passengers;
 - development and conduct of measures to determine reasons of loss, shortage, damage of baggage.
- The PIR states only facts which verify certain regularity during carriage of a Passenger and their baggage.

11.1.4. The PIR is drawn up immediately upon the discovery of a failure in the carriage of baggage.

The PIR is composed and signed by:

- baggage owner (interested person);
- an officer of the Carrier certifying the fact stated in the PIR.

The representative of the carrier filling in the PIR is responsible for the correctness of filling in the blank form, completeness and reliability of the information.

The PIR act for a passenger is a legal document upon presentation of a claim.

11.1.5. If baggage malfunctions at an intermediate point or destination are found at an intermediate point or point of destination and the act has already been drawn up and no difference has been found between the baggage state and the data of the certificate, a new act is not drawn up, but on a copy of a previously drawn up certificate a note is made that no changes in the baggage condition occurred. The mark on the act is certified by the signature of the official of the Carrier. The first copy of the certificate is issued to a Passenger (owner) of the baggage.

11.1.6. On domestic flights of the Carrier, the claim in the event of non-receipt of baggage, its damage, or shortage of contents, must be presented to the Carrier immediately upon detection of a malfunction.

11.1.7. In the absence of a claim filed within the above time limits, an action against the Carrier cannot be brought.

11.1.8. Baggage is considered lost if it is not found on the search within 21 days from the day following that in which it was to arrive at the destination.

Article 11.2. LODGING OF A CLAIM

11.2.1. Right of claim and right to sue the Carrier shall be vested in a Passenger or their authorized person against a Passenger ticket, baggage receipt and the PIR.

11.2.2. Claim shall be lodged with the Carrier before the Carrier is made a claim under disputes related to a carriage.

11.2.3. The Carrier must study a claim within thirty calendar days after it is lodged and notify in written a Passenger, consignor or consignee about satisfaction or rejection of a claim, if carriage is fully performed by flights of the Airline. In other cases time for consideration of a claim can be extended bearing in mind existing rules of claim consideration of other carriers.

11.2.4. When executing a claim it is necessary to bear in mind the following:

- in case if a Passenger receives only a part of check-in baggage or damage is caused to a part of check-in baggage, liability of the Carrier shall be determined based on weight of a lost or damaged part of baggage. However, when loss, shortage, damage or delayed delivery of a part of check-in baggage affects cost of other articles of baggage included in the same baggage receipt, their total weight shall be taken into consideration when determining the amount of compensation.

11.2.5. The claim must be executed in written and contain all information necessary for its consideration.

- name of the carrier with which a claim is lodged;
- full name of an applicant, mail address, personal e-mail address and contact numbers;
- ticket number, route and date of shipment;
- circumstances which underlie a claim, content of claim;
- amount of payment under a claim, its computation confirmed by relevant documents (receipt, bills, etc.);
- list of documents attached to the claim.

The claim must be signed by an applicant or verified by an electronic digital signature. Copies of identity documents of an applicant must be attached to a claim.

11.2.6. In addition, the claim of a legal entity must include the following:

- name of the carrier to whom the claim is made;
- name of the applicant legal entity, postal address, outgoing number and date;

- the circumstances that are the basis for the claim, the content of the claim;
- number of ticket, route and date of shipment;
- the amount of the payment for the claim, its calculation, confirmed by the relevant documents (receipt, invoices, checks, etc.);
- list of documents attached to the application;

The claim must be signed by the head of the legal person-applicant or an authorized person (representative), or certified by an electronic digital signature.

11.2.7. All necessary documents must be attached to the claim, confirming the right of a Passenger to claim a refund, including a ticket, a receipt of paid baggage, a tear-off baggage tag, a baggage claim, etc. The amount of the claim must be proved by the applicant.

11.2.8. In case the claim is filed without the application of the listed documents, the Carrier additionally requests the required documents, specifying the time of their submission, and after the indicated period the claim is considered according to the documents available in the case.

11.2.9. В случае частичного удовлетворения или отклонения претензии перевозчик обязан указать в своём ответе основания, по которым им принято такое решение, со ссылкой на соответствующие нормативные правовые акты и статьи настоящих Правил. В этих случаях перевозчик обязан возвратить заявителю все приложенные к претензии подлинные документы. In the event of partial satisfaction or rejection of the claim, the Carrier is obliged to indicate in their reply the reasons for which it made such a decision, with reference to the relevant regulatory legal acts and articles of these Rules. In these cases, the Carrier is obliged to return to the applicant all the original documents attached to the claim.

11.2.10. The claim of a Passenger, sender or owner of the goods or baggage is considered by the Carrier.

11.2.11. If the claim is rejected in full or in part, or the answer is not submitted within the established period, a Passenger has the right to file a suit at court.

Chief Executive Officer

Trehern Pollock A.B.

Agreed:

Commercial Department Director

Dauletbek A.L.

Legal Department Director

Lozovaya O.S.

Head of Administration/Ground Handling Service

Folomeyev F.U.