



QAZAQ AIR Joint-Stock Company

**Annex to the Resolution  
of the Management Board of  
QAZAQ AIR JSC  
as of April 8, 2021  
Minutes No. 08-2021**

**APPROVED by  
the Management Board of QAZAQ  
AIR JSC  
as of April 8, 2021  
Minutes No. 08-2021**

**GENERAL RULES  
OF AIR TRANSPORTATION OF PASSENGERS AND BAGGAGE  
OF QAZAQ AIR JSC**

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## INTRODUCTION

The rules for the transportation of passengers and baggage are the main regulatory document regulating the activities of QAZAQ AIR JSC (hereinafter referred to as the "Airline", "Carrier") in the production of air transportation of passengers and baggage, and provides for the relationship between the Airline and customers.

The rules for the transportation of passengers and baggage of the Airline are developed on the basis of Kazakhstan and international legal documents related to air transport, recommendations of the International Civil Aviation Organization (ICAO) and the International Air Transport Association (IATA).

These rules for the air transportation of passengers and baggage of QAZAQ AIR JSC shall be mandatory for the employees of the Airline:

- on board each Airline's aircraft;
- at airports of departure of passengers (including at the check-in desk);
- in the sales agencies and representative offices of the Airline;
- in the premises of all the working offices of the Airline.

## Chapter 1. DEFINITIONS

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

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

air terminal (terminal) - a complex of facilities designed to serve departing and arriving passengers.

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

international airport - an airport that carries out international air transportation, where customs, border and quarantine controls are provided.

airport (point) of destination - the airport (point) to which the Passenger or baggage shall be delivered, according to the air carriage contract.

transfer airport (point) - an intermediate airport (point) specified in the ticket, where, according to the air carriage agreement, the passenger transfers from one flight to another within 24 hours for further travel along the route of transportation.

airport stop (point) - an intermediate airport (point) of the route where the Passenger, according to the air carriage agreement, interrupts the flight for 24 hours or more.

departure airport(point) - the airport (point) from which, according to the air carriage agreement, the carriage begins.

baggage - Passenger's belongings carried by the Airline on the basis of an air carriage contract; this concept includes both registered and non-registered baggage.

checked baggage - Passenger's baggage that is accepted by the Airline for carriage under its responsibility, and for which it has issued a baggage receipt and a baggage tag.

unchecked baggage (cabin baggage) – Passenger's Baggage, which is located in the cabin of the aircraft during transportation with the consent of the carrier and under the responsibility of the passenger for its safety, certified by the tag "cabin baggage"

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

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

baggage tags-are divided into the following types:

- check-in baggage tag
- "cabin baggage" tag

Check-in baggage tags are used for registration of checked baggage to the destination, which is indicated on the tag in full and / or by a code abbreviation.

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

transfer tags for different flights of one (intra-line) or several (inter-line) carriers are used for the registration of transfer passenger's baggage, if the baggage is registered for through transportation for at least two sections of the passenger route.

paid baggage (excess baggage) - baggage whose weight exceeds the free baggage allowance established by the Airline, as defined by the fare rules, or requires mandatory payment regardless of the specified rate.

confirmed booking and e-ticket - a document used to certify the contract of air transportation of Passengers and baggage, as well as its terms, which contains information about the carriage.

an electronic ticket or confirmed booking means that the flight coupons are replaced by a record that is stored on the Airline's server in electronic form. As a confirmation of the purchase of an electronic ticket or a confirmed booking, a printout of the itinerary receipt is issued.

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

SRF (Strict reporting form) - the form of documents established by the Airline for registration of the types of services defined by the requirements of the carrier.

refund of amounts - payment to the Passenger or the person who paid the fare, part or all of the cost of transportation or service that was previously paid by them, but not used.

air transportation - transportation of passengers, baggage, cargo and mail on aircraft on the basis of and in accordance with the terms of the contract of carriage.

aircraft is an aircraft designed to carry passengers, baggage, and / or cargo.

The Hague Protocol (Protocol of Amendments to the Convention for the Unification of Certain Rules Relating to International Carriage by Air, 1955) is an amendment document to Warsaw Convention. Amendments were made to the wording of individual articles and to the articles on the measures and limits of the Carrier's liability to the Passenger. The Protocol specifies the terms of filing claims.

days - full calendar days, including Sundays and official public holidays. To determine the validity period of transportation documents, acts and other documents, as well as to determine the expiration date of transportation, the statute of limitations when filing claims. The days are counted from 00 hours of the day following the day when the event occurred or an action was performed, and the remaining hours of this day are not counted. If the end of any of the terms specified earlier falls on a Sunday or a public holiday, the expiration of the term is determined by the day following it.

transportation start date – the date of the first flight segment.

aircraft charter agreement - an agreement under which one party (the charterer) undertakes to provide the other party (the charterer) with the entire capacity or part of the capacity of one or more aircraft for one or more flights for the carriage of passengers, baggage, cargo or mail for a fee.

inspection – a set of measures carried out with the use of technical and other means designed to detect substances and items prohibited for transportation (weapons, ammunition, explosives, flammable, radioactive, toxic substances, etc.) or other dangerous devices that can be used to carry out an act of illegal interference.

transit zone - an area at an international airport that is specially designated for the stay of transit (transfer) passengers and is under the control of the competent state authorities.

TIM (TRAVEL INFORMATION MANUAL) - a reference book containing state requirements for departure (transfer, transit, stop-over, entry) from/to countries during air transportation.

receipt of miscellaneous charges - a document certifying payment for the carriage of baggage in excess of the established free baggage allowance established for the corresponding class of service indicated on the corresponding flight coupon of the ticket, or items whose transportation is subject to mandatory payment (oversized baggage, animals and birds, sports equipment, electrical appliances). In addition, a receipt for various fees is issued by the carrier or an authorized agent for other additional services related to the fulfillment or modification of the conditions of carriage.

the Civil Aviation Committee of the Republic of Kazakhstan of the Ministry of Investment and Development of the Republic of Kazakhstan - the state air transport management body

competent authorities - bodies that are called upon, on the basis of the powers granted to them by the State, to perform power-administrative functions.

The Convention (Warsaw Convention for the Unification of Certain Rules concerning International Air Transport, 1929) is an interstate agreement governing international air transport. The Convention regulates the content and application of transport documents. The Convention defines the extent of liability of the Airline for damage caused to the life and health of the Passenger, destruction, loss, damage to baggage and cargo, as well as losses for delay in air transportation.

the International Air Transport Association-IATA ( IATA-International Air Transport Association) is a non-governmental international organization that develops recommendations on the level, structure and rules for the application of fares, common general conditions of transportation, including standards of passenger service, as well as makes mutual settlements between carriers, if there is an Interline.

The International Civil Aviation Organization (ICAO) is an intergovernmental international organization (a specialized agency of the United Nations) that regulates the activities of civil aviation, including the use of airspace, flight safety, etc., and develops standards and recommended practices for the organization of civil aviation activities.

International veterinary certificate - a document issued by the veterinary control point at the airport in exchange for a veterinary certificate (form 1, containing information about vaccinations, the state of health of the animal and the safe sanitary and epidemiological situation in the region of residence) and a permit from the kennel club (cat lovers club) for the export of the animal.

international carriage of passengers and baggage - carriage in which the place of departure and the place of destination, regardless of whether there is a break in the carriage, are located either on the territory

of two states, or on the territory of the same state, unless a stop is provided for in the territory of another state,

international carriage subject to the Warsaw Convention - carriage in which the point of departure and the point of destination, regardless of whether there is an interruption in the carriage, are located either in the territory of two States that have signed the Convention, or in the territory of the same State that has signed the Convention, if the stop is provided for in the territory of another State, even if it is not a party to this Convention. Transportation without such a stop between two points located on the territory of the same Country is not considered, in the sense of the Warsaw Convention, as international.

international carriage subject to Warsaw Convention, as amended by the Hague Protocol, is an air carriage in which the point of departure and the point of destination, regardless of whether there is an interruption in the carriage, are located either in the territory of two States that have signed the Hague Protocol, or in the territory of the same State that has signed the Hague Protocol, if the stop is provided for in the territory of another State that is not even a party to the Hague Protocol.

a passenger's itinerary receipt is a part of a transportation or payment document certifying the conclusion of a contract of carriage or the provision of other services to the Airline.

illegal interference in the activities of aviation (act of unlawful interference) - an illegal act that encroaches on the safe operation of aviation, which has caused accidents with people, property damage, hijacking or hijacking of an aircraft or has created a threat of such consequences.

transportation malfunction - any violations that have resulted in harmful consequences: sending baggage (cargo), shortage of weight or number of seats, damage, exchange, loss.

"no-show" of the passenger on the flight – the non-appearance of the passenger, for whom a seat is reserved on board the aircraft, at the check-in desk for the departing flight after the check-in deadline set at the departure airport.

STOP - OVER is an intermediate point of the route, agreed in advance with the Airline and included in the fare, in which the passenger temporarily interrupts the carriage.

liability of the carrier - the obligation of the Airline to compensate for the damage (harm) caused by it during the air transportation of Passengers and baggage.

passenger - a person who is transported or shallbe transported on an aircraft in accordance with an air carriage contract.

transit passenger - a person who, in accordance with the air transport contract, arrives at an intermediate airport and is transported on the same flight.

transfer passenger - a person who, in accordance with the air transport contract, is delivered to the transfer point (transfer point) on one flight, and then transported on another flight of the same or another carrier.

carrier – QAZAQ AIR joint-stock company, which issues a transport document, performs or undertakes to perform air transportation, and also provides or undertakes to provide services related to such transportation, in accordance with the transport or payment document issued by the Airline or other carrier, which is recognized as valid on the Airline's lines.

Endorsement - written consent of the Airline that issued the transport or payment document, or the Carrier specified in the corresponding flight coupon of the transport document, if there is an Interline, to perform the carriage by another Carrier or to exchange the originally issued transport document.

baggage air transportation period- the period of time from the moment of acceptance of baggage for transportation and before unloading it on the baggage belt at the destination.

passenger air transportation period - the period of time from the moment the Passenger leaves the airport apron to board the aircraft until the moment when the Passenger left the apron under the supervision of authorized persons of the Airline.

apron - a part of the airfield of a civil airfield, intended for the placement of aircraft for the purpose of landing and disembarking passengers, loading and unloading luggage, cargo and mail, as well as for other types of services.

Flight Coupon / Segment - the part of the ticket that entitles the Passenger (if there is a passenger coupon) to travel between the points specified in the coupon.

damage to baggage - bringing the baggage into disrepair during transportation, as a result of which it cannot be used for its original purpose (lost its value).

claim - a claim made in writing by an interested person for compensation for damage incurred during air transportation.

flight - the flight of an aircraft on a scheduled or off-schedule, performed from the start to the end point of the route.

regular flight - the flight of the aircraft performed on the route in accordance with the established schedule.

additional flight - an aircraft flight performed in addition to the schedule on the same route on which regular flights are carried out.

charter flight - an aircraft flight performed in accordance with the aircraft charter agreement.

fee - the amount approved in accordance with the established procedure, charged in excess of the fare of the Airline, its agent or other competent authorities for special or additional services related to the transportation of passengers, baggage or cargo.

No show fee - a fee charged to a Passenger with a reserved seat who shows up at the check-in desk for the departing flight after the check-in deadline set at the departure airport.

transportation segment – transportation from one destination to another, without stopping on the way.

discount - the amount of reduction of the published fare set by the Airline in accordance with the recommended IATA rules.

the "interline" agreement is a commercial agreement of airlines on the recognition of transportation and payment documents and the performance of air transportation and related settlements under them.

customs control in international air transport - control over the movement across the state border of aircraft and cargo transported on them, as well as baggage and cabin luggage, persons traveling on these vessels, currency and currency values for the purpose of economic protection of the state and ensuring the fulfillment of the tasks of its foreign economic policy.

fare - the carriage fee for the air transportation of a Passenger, baggage in excess of the established norm (weight or number of seats) of free carriage, cargo or mail.

normal fare - the fare of the corresponding class of service, valid without any restrictions for one year (with the exception of seasonal fares, the validity of which is determined by the season of transportation).

published fare - the fare published in the Airline's automated systems and on the Airline's corporate website.

pass-through fare - the fare used to pay for transportation along the entire route.

special fare - a fare that is different from the normal one, set with discounts, and valid for the period of time set by the carrier.

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

loss of baggage - a transportation malfunction in which the carrier is unable to deliver the baggage after the deadline set for delivery.

## CHAPTER 2. GENERAL PROVISIONS

### Article 2.1 GENERAL PROVISIONS

(a) Except as provided in Article 2.2 below, these General Terms of Carriage apply to all flights or flight segments where the Airline Code QAZAQ AIR - IQ (hereinafter referred to as the Airline) is indicated.

(b) These General Terms of Carriage also apply to carriage for which there is no charge or a partial charge, unless otherwise specified in the Contract of Carriage or in any other similar document containing the terms of the relationship between the Carrier and the Passenger.

(c) All Carriage is carried out in accordance with the General Conditions of Carriage; payment is charged in accordance with the Carrier's Fare Rules in force at the time of the Passenger's Booking.

(d) These General Terms of Carriage may be obtained from the offices and representative offices of the Carrier's Airline and its Authorized Agents or may be consulted on the Carrier's Website.

#### 2.2 Charter flights and Joint flights.

Certain flights provided by the Carrier are subject to the Charter Agreement.

#### 2.3. Pre-emptive right

In the event of a conflict between these General Terms of Carriage and applicable Conventions, Regulations, laws and regulations, or rules governing public order, the rules of international law shall apply. If, according to the relevant applicable law, any provision of these General Terms of Carriage is invalid, this does not affect the validity of the remaining provisions, except in cases where the Contract of Carriage is unenforceable in the absence of an invalid provision.

### Article 2.2. APPLYING THE RULES

2.2.1 These Rules apply to the air transportation of passengers, baggage and mail carried out by all flights of the Airline as a carrier.

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

2.2.3. These Rules define the conditions of carriage set out in the air carriage contract (ticket) and are an integral part of it.

2.2.4. The rules regulate the transportation of passengers and baggage on the territory of the Republic of Kazakhstan.

### Article 2.3. RELATIONS WITH THE LEGISLATION

2.3.1. All rights and obligations arising from the contract of domestic air transportation, they are regulated by the following documents:

- multilateral and bilateral international contracts and agreements of the Republic of Kazakhstan;
- legislative acts of the Republic of Kazakhstan, including, but not limited to, the Law "On the Use of the Airspace of the Republic of Kazakhstan and the Activities of Aviation";
- Airline charter;
- IATA recommendations;
- agreements to which the Airline is a party;
- these Rules.

2.3.2. Transportation carried out in accordance with these Rules is subject to the relevant mandatory laws, regulations, rules and regulations of the competent authorities of any country to, from or through the territory of which such transportation is carried out.

2.3.3. The Carrier's liability for transportation on the territory of the Republic of Kazakhstan is regulated by the current legislative acts of the Republic of Kazakhstan and these Rules.

2.3.4. All issues related to the application of these Rules and arising in the relationship between the Customer and the officials in the performance of their duties are resolved by the authorized representatives of the Carrier.

### Article 2.4. AMENDMENTS TO THE RULES

2.4.1. These Rules, instructions and other documents of the Carrier regulating air transportation, may be amended by the Carrier without notifying passengers, provided that no such amendment applies to the Passenger after the beginning of his carriage.

2.4.2. Representatives, employees and agents of the Carrier are obliged to strictly adhere to these Rules and have no right to distort or change their provisions.

2.4.3. All amendments, additions and amendments are made to these Rules in accordance with the established procedure and come into force after their approval by the Airline's Management Board.

## CHAPTER 3. TERMS OF AIR TRANSPORTATION

### Article 3.1. GENERAL PROVISIONS

3.1.1. Air transportation of passengers and baggage is carried out by the Carrier under the air transportation contract in compliance with these Rules.

3.1.2. According to the air carriage agreement, the Carrier undertakes to transport the Passenger and his baggage to the destination, providing him with a seat on the aircraft performing the flight specified in the ticket, and in the case of baggage transportation by the Passenger - also to deliver the baggage to the destination. The passenger is obliged to pay for the carriage according to the published fare, and for the carriage of baggage in excess of the established norm-the carriage of excess baggage (with the exception of free transportation regulated by the Carrier's instructions). Paid confirmed booking, e-ticket serves as confirmation of the existence, conclusion and content of the Contract of Carriage between the Carrier and the Passenger whose name is indicated in the confirmed Booking, e-ticket.

3.1.3. Transportation of passengers and baggage carried out from the airport of departure to the airport of destination by several carriers according to one transportation document executed on a single Carrier's letterhead (including additional transportation or payment documents issued together with it - a receipt of miscellaneous charges) is considered as a single transportation, regardless of whether there were transfers or a break in transportation.

#### Article 3.2. SCHEDULE, SCHEDULE CHANGE, DELAY, FLIGHT CANCELLATION.

3.2.1. Regular transportation of passengers and baggage is carried out in accordance with the schedule established by the Carrier.

The Carrier is obliged to take all measures in its power to transport the Passenger and baggage in accordance with the schedule.

The departure and arrival times specified in the schedule and ticket are not guaranteed and are not a condition of the contract of carriage.

3.2.2. If there is a change in the schedule due to operational reasons, the Carrier sends the passenger a notification of the cancellation of the flight 14 calendar days before the scheduled time and date of departure via SMS notification to the mobile phone number or email address of the passenger specified during the booking. This change in the schedule does not constitute a delay and/or cancellation of the flight.

3.2.3. If the circumstances, primarily due to flight safety, or conditions beyond the control of the Carrier (weather conditions at the departure/arrival airport, along the route, as well as the unpreparedness of the runway of the departure/arrival airport for the take-off/landing of the aircraft, etc.) require it, the Carrier may cancel, postpone or delay the performance of any of its flights, replace the aircraft, as well as change the route of transportation and landing points specified in the ticket and schedule.

3.2.4. In the event of the occurrence of the circumstances specified in paragraph 3. 2. 3, with the exception of paragraph 3.2.2, the Carrier is obliged, taking into account the legitimate interests of the Passenger, to do everything in its power, namely::

- notify passengers of schedule changes by sending an SMS notification to the numbers specified when booking the ticket and/or by sending an email message;
- perform transportation on another own flight,
- make a refund of the amounts in proportion to the part of the services not performed (flight);
- organize the service of registered passengers at the airport or provide a hotel in accordance with the established procedure.

3.2.5. In the event of a break in transportation due to the fault of the Carrier or a delay, cancellation of the flight due to the late arrival of the aircraft, or a change in the route of transportation, the Carrier will arrange the following services for passengers at the points of departure and intermediate points:

- 1) provision (if available) of a mother and child room for a passenger with a child under the age of seven;
- 2) two phone calls, including via international communication lines, lasting no more than five minutes, or two e-mail messages when waiting for the departure of the flight for more than two hours;
- 3) provision of soft drinks when waiting for the departure of the flight for more than two hours;
- 4) providing hot meals when waiting for the departure of the flight for more than four hours and beyond: every six hours-during the day; every eight hours - at night;
- 5) accommodation in a hotel provided by the Carrier, when waiting for the departure of the flight for more than eight hours-during the day and more than six hours-at night;
- 6) delivery by transport provided by the Carrier from the airport to the hotel and back in cases where the hotel is provided without charging an additional fee.

At the request of the passenger, a letter is issued to him or a note is made in the ticket about the reasons for the delay in transportation by a specially appointed official of the Carrier.

3.2.6. The Carrier is not responsible for errors, distortions or omissions in schedules, advertising materials, etc. published by other persons.

### **Article 3.3. TRANSPORTATION ROUTE, CHANGE OF ROUTE, DATE AND TIME OF DEPARTURE**

3.3.1. Transportation of passengers and baggage is carried out between the points specified in the ticket. The change of the route item (s) in the ticket can be made by sending an SMS notification to the Passenger by the Carrier.

3.3.2. If the Carrier is unable to perform transportation between the points specified in the ticket, it must offer the Passenger another transportation option and, if the new route option is unacceptable, make a refund in the manner and amount provided for in the fare application rules.

3.3.3. If the Passenger voluntarily wishes to follow the new route, the ticket is issued on a general basis.

3.3.4. The Passenger's change of the departure date and time for the purchased e-ticket at a later or earlier date than indicated in the itinerary receipt or ticket is considered as a voluntary refusal of the flight.

### **Article 3.4. PASSENGER INFORMATION SERVICE AT THE AIRPORT**

3.4.1. At the airport, the Carrier (its service agent) informs the passengers:

- about the time and place (hall, check-in desk number) for the flight;
- about the end of registration, availability of seats, about boarding the plane;
- about the arrival of the plane;
- about the reason for the flight delay for departure/arrival;
- about the rules for the carriage of passengers and baggage;
- about the place of booking and purchase of air tickets for Airline flights;
- special conditions of carriage that require agreement with the Carrier.

3.4.2. The carrier does not issue oral and written certificates to individuals about the departure and arrival of passengers, about tickets sold, as well as written certificates about the availability of seats. Certificates are issued only at the official request of enterprises, institutions, organizations, if the request is related to an accident, a delay in departure or a reason recognized by the Carrier as valid.

### **Article 3.5. PASSENGER SERVICE ON DEPARTURE: CHECK-IN AND BOARDING**

3.5.1. Check-in for all Airline flights is completed 40 minutes before departure, and boarding is completed 20 minutes before departure. Passengers shall comply with the Check-in Deadline in order to be able to make the flight and avoid cancellation of the Booking. The Carrier or its Authorized Agent informs Passengers about the Deadline for check-in for the first flight operated by the Carrier. If the Passenger's itinerary includes several consecutive flights, the Passenger must ensure that he / she has all the necessary information about the Check-in Deadline for these flights.

3.5.2. Passengers are required to arrive on the Carrier's flight in advance in order to complete all the registration formalities related to the trip; Passengers must always comply with the Check-in Deadline. If the Passenger does not comply with this requirement, or if the Passenger does not present all the documents required for check-in, as a result of which the Passenger is not able to travel on the Carrier's flight, the Carrier has the right to cancel the Booking and the reserved seat of this Passenger, without any liability or obligation to this Passenger.

3.5.3. Passengers are required to arrive at the boarding gate for the Carrier's flight in advance of the boarding start time specified at check-in. If a Passenger does not arrive at the boarding gate by the time indicated to the Passenger by the Carrier as the boarding end time, the Carrier has the right to cancel the Booking and the reserved seat of this Passenger, without any liability or obligation to this Passenger.

3.5.4. The Carrier shall not be liable (including, but not limited to, the liability to perform the carriage of the Passenger or to pay compensation) or be liable in respect of the Passenger who does not comply with the conditions of this Article.

3.5.5. The passenger must arrive at the airport at the place of registration of the ticket for the domestic flight and baggage clearance in advance of the departure time of the aircraft according to the schedule specified in the ticket. This time is set based on the period sufficient for passing the pre-flight

administrative formalities (registration of entry / exit documents, baggage inspection, etc.) and the registration procedure. When registering a Passenger for a flight, the Carrier checks the availability of the following documents: an electronic ticket in the Carrier's registration system, a passport or other identity document, the necessary documents that certify the conditions of carriage of certain categories of passengers and their baggage (a child's birth certificate, notarized consent of parents, adoptive parents, guardians or guardians for the carriage of a child, a medical report, a veterinary certificate, etc.). When checking in a passenger, the Carrier checks whether the baggage belongs to the passenger by means of a survey.

3.5.6. The Carrier is not responsible for the issues of the Passenger's relationship with the state services (customs, border, immigration, security), unless otherwise provided by international or national legislative documents of the country of departure - transfer - stop - entry.

3.5.7. If such liability of the Carrier is assumed in accordance with the requirements, for example, on the issue of immigration, the Carrier is obliged and has the right to check all the necessary documents at check-in, before accepting the Passenger and his baggage for carriage.

3.5.8. A passenger who is late for check-in or boarding, or who arrives with incorrectly issued or missing entry / exit documents, as a result of which he / she did not use the seat reserved for him / her, may be charged a fee in accordance with the rules of the relevant fare.

The fee is not charged if the Passenger does not arrive at check-in:

- for health reasons (if there is an official document-a certificate from a medical institution confirming the impossibility of departure);
- due to cancellation, delay of the connecting flight (only if the passenger ticket is issued on a single Carrier's form), overflight of the boarding point;

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

3.6.1. Passenger service on board the aircraft is an integral part of the range of services provided by the Airline to customers.

3.6.2. The main tasks of the personnel of the passenger cabin of the aircraft are to ensure:

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

3.6.3. On board the aircraft during the flight, passengers are provided with maintenance services and taking into account the duration of the flight, the time of day and other specific conditions of the flight.

3.6.4. In-flight service consists of:

- information services;
- provision of drinks (tea and water);
- providing first aid (if necessary).

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

3.6.6. In order for the flight to take place in a safe and normal environment, the Passenger shall comply with all the recommendations of the personnel serving him on board, as well as comply with generally accepted norms of behavior, without violating the requirements of these Rules.

### Article 3.7. PASSENGER SERVICE ON ARRIVAL

3.7.1. After arrival, the passenger is taken to the airport terminal, where they receive their checked baggage. On an international flight, passengers pass through:

- passport control;
- customs inspection.

### Article 3.8. GROUND PASSENGER SERVICE

3.8.1. The Carrier provides ground handling to the Passenger within the period necessary for the carriage on the route specified in the ticket.

3.8.2. The carrier provides passengers with the following services free of charge:

- delivers baggage from (to) the terminal to the aircraft and back, loads (unloads) baggage to (from) the aircraft;
- in the event of a break in transportation due to the fault of the carrier or a delay, cancellation of the flight due to the late arrival of the aircraft, change of the route of transportation, the carrier is obliged to arrange the following services for passengers at the points of departure and intermediate points:
  - 1) two phone calls, including via international communication lines, lasting no more than five minutes, or two e-mail messages when waiting for the departure of the flight for more than two hours;
  - 2) provision with soft drinks when waiting for the departure of the flight for more than two hours;
  - 3) providing hot meals when waiting for the departure of the flight for more than four hours and beyond: every six hours-during the day;
  - every eight hours - at night;
  - 4) accommodation in a hotel provided by the Carrier, when waiting for the departure of the flight for more than eight hours-during the day and more than six hours-at night;
  - 5) delivery by transport provided by the Carrier from the airport to the hotel and back in cases where the hotel is provided without charging an additional fee.
  - 6) stay in the room of the mother and child.
- in case of cancellation or delay of the flight due to the fault of the carrier for a period of more than ten hours, the carrier is obliged, at the choice of the passenger:
  - 1) provide transportation of the passenger on the nearest flight to the destination specified in the ticket, with the provision of the services described in the previous paragraph;
  - 2) return the full ticket price to the passenger.

### Article 3.9. CARRIER'S RIGHTS

3.9.1. The Carrier has the right to cancel, delay or postpone the departure of the aircraft to another time, change the scheduled route of transportation, as well as change the landing point, if such actions are necessary due to the following reasons:

- natural disaster;
- adverse weather conditions at the airports of departure, destination or on the route of transportation, as well as other phenomena affecting the safety of the flight;
- act of unlawful interference
- requirements of state bodies;
- other circumstances beyond the Carrier's control

3.9.2. The Carrier has the right to replace one aircraft with another. If the Passenger refuses to fly on another aircraft, the Carrier must send the Passenger on one of the next flights or return the fare for the non-performed transportation without deducting fees.

3.9.3. The Carrier has the right at any time to replace the seat provided to the Passenger in the cabin of the aircraft with another one, if necessary in order to ensure the safety of the flight.

3.9.4. In order to ensure flight safety, protect the life and health of passengers and crew members of aircraft, and prevent possible act of unlawful interference in the activities of civil aviation, the competent authorities, in accordance with the legislation, have the right to inspect passengers, their cabin luggage, baggage, mail, cargo and on-board stocks of aircraft.

Passengers with diplomatic status, who have diplomatic immunity, as well as couriers accompanying correspondence, are subject to inspection on a general basis, except in cases provided for by the legislation of the Republic of Kazakhstan.

Passengers with disabilities (on crutches, in a wheelchair, on a stretcher, etc.) are subject to manual inspection, and their accompanying persons are subject to inspection on a general basis.

During the inspection of the Passenger, the identity of the bearer of the presented transport documents is checked.

If the Passenger is found to have substances and items prohibited for carriage, an additional baggage inspection is carried out.

If a registered Passenger fails to show up for boarding, their baggage is subject to seizure and mandatory inspection.

If a Passenger refuses to be inspected, the Carrier has the right to refuse to carry him (terminate the air carriage contract with him) with a refund of the payment for the carriage in accordance with the rules for the application of fares.

In-flight inspection is performed by a crew member appointed by the aircraft commander.

To perform the actions specified in this article, the aircraft is considered to be in flight from the moment when all its external doors are closed until they are opened.

#### Article 3.10. PASSENGER RIGHTS

3.10.1. The Passenger's rights are determined by the air carriage agreement, which is represented by the ticket and these Rules.

3.10.2. In the event that the carriage of the Passenger and baggage is not carried out in accordance with the procedure established by the contract, the Passenger may terminate the contract.

3.10.3. The Passenger has the right to refuse transportation at the airport of departure or at the airport en route and receive back the payment for transportation or for its unused part in the amount provided for by the rules for the application of fares and in the manner specified in Chapter 7 of these Rules.

#### Article 3.11. PASSENGER'S REFUSAL OF TRANSPORTATION

3.11.1. A Passenger's involuntary refusal of carriage is considered to be a refusal when:

- cancellation, postponement or delay of the flight due to the fault of the carrier for a period of more than ten hours, for which the passenger has a seat reserved;
- incorrect registration of passenger's transportation documents;
- canceling a scheduled stop at a point that is a departure, destination, or en-route stop for the passenger;
- inability to provide the passenger with a seat in accordance with the reservation made earlier;
- non-provision of connecting flights by the Carrier, provided that the passenger ticket is issued on the Carrier's uniform form;
- illness or death of the passenger or a member of his family traveling with him on the aircraft, confirmed by a medical report.

3.11.2. In the event of a Passenger's forced refusal of carriage, the Carrier is obliged to send the Passenger on one of the regular flights under the conditions specified in the ticket or to refund the Passenger the ticket price for the unused carriage.

3.11.3. If, for any reason, the aircraft lands at an airport not provided for in the schedule, the Carrier is obliged, at its own expense, to transport the Passenger on another flight from the landing point of the aircraft to the destination airport. If it is impossible to transport a Passenger by air, the Carrier is obliged to recalculate with him.

3.11.4. In case of cancellation or delay of the flight due to the fault of the Carrier for a period of more than ten hours, the Carrier is obliged, at the choice of the passenger:

- provide transportation of the passenger on the nearest flight to the destination indicated on the ticket, with the provision of services in accordance with paragraph 2.13.1.;
- refund the passenger the full cost of the ticket (the unused part of the ticket).

#### Article 3.11-1. VOLUNTARY PASSENGER'S REFUSAL OF TRANSPORTATION.

A Passenger's voluntary refusal of carriage is considered to be a refusal in cases where:

- transportation is not performed on any section;
- the transport was partially completed.

#### Article 3.12. REFUSAL IN TRANSPORTATION TO A PASSENGER

The Carrier may refuse to transport Passengers or their Baggage if one or more of the following circumstances have occurred or may occur:

- (a) The actions or conduct of the Passenger give rise to the following: (i) there are doubts or concerns related to safety and/or (ii) the Carrier, its crew and/or ground staff, its aircraft/assets and/or property, its services or its Passengers have suffered direct or indirect damage. Such actions include threats, swearing, or insults directed at ground personnel or crew members, as well as ongoing threats to the safety of one or more persons, property, or the aircraft itself (including a false statement about the presence of a bomb).
- (b) The physical or mental condition of the Passenger, including as a result of drinking alcohol or taking medication, is an inconvenience, threat or risk to that Passenger, other Passengers, the crew and the property of the Airline.
- (c) The passenger is illegally transporting or has reason to believe that he is transporting narcotic substances.
- (d) The Passenger violates the safety, order and/or discipline rules at check-in or, in the case of connecting flights, during the previous flight, and the Carrier has reason to believe that such behavior may occur again.
- (e) According to the information provided to the Carrier by the immigration and/or customs authorities and/or any other government authorities (orally or in writing), the Passenger is not entitled to travel, and/or the Carrier has notified the Passenger (orally or in writing) that the Carrier refuses to provide the Passenger with air transportation services. This includes situations where the Carrier receives negative information about the Passenger from these organizations, for example, if the Passenger is suspected of intending to carry out illegal drug transportation, as well as situations where the authorities notify the Carrier in advance in writing that it should no longer provide the Passenger with air transportation services on the Carrier's flights.
- (f) The Carrier decides, at its sole discretion, not to carry a Passenger on its flights for a certain period of time due to the Passenger's conduct towards the Carrier, its crew and/or ground staff, its aircraft/assets and/or property, its services or its Passengers, and informs the Passenger thereof orally or in writing, at the Carrier's option, at the time of requesting services.
- (g) The Passenger refuses to pass security control in accordance with the provisions of the Articles below, or refuses to present an identity document.
- (h) The Passenger is unable to prove that he is the person whose name is indicated in the paid confirmed Booking.
- (i) The Passenger (or the person who paid for the Booking) has not paid the applicable Fare, including the fee and/or applicable clearance fees.
- (j) The Passenger does not have valid travel documents, attempts or attempted to illegally enter a country for which he has only the right of transit, or for which he does not have valid entry documents, destroyed the valid entry documents during the flight, refused to hand them over to the Carrier for copying and storage, or the Passenger's travel documents are expired, do not contain all the information required by law, look fake or suspicious.
- (k) The Booking is invalid, or the air carriage is purchased illegally or purchased from an organization other than the Carrier or its Authorized Agent, or have a Reservation that has been modified by persons other than the Carrier or its Authorized Agent.
- (l) The Passenger refuses to pay the additional fare and / or Administrative Fees in accordance with the conditions specified in the Article above.
- (m) The Passenger refuses to pay the fare surcharge in accordance with the conditions specified in the Article below.
- (n) During check-in or boarding, the Passenger requires special assistance that was not agreed upon at the time of Booking or, in accordance with the applicable rules, at least 48 hours before the specified departure time of the flight in accordance with the provisions of Article 7.1, which the Carrier cannot provide for objective reasons.
- (o) The passenger does not comply with the safety instructions and regulations.

(p) A passenger traveling at a reduced fare or at a Fare subject to special conditions cannot submit the documents required to use the specified special Fare and refuses to pay the difference in the Fare amount as specified in the Rules (i).

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

3.12.1. The carrier has the right to terminate the passenger's air carriage contract unilaterally if:

- The passenger refuses to be searched, including personal search, inspection of his baggage, cabin luggage, including things that are with the passenger;
- The passenger violates the rules of conduct on board the aircraft;
- The passenger violates the requirements of the Rules for the Carriage of Passengers, Baggage and Cargo in Air Transport, approved by the Order of the Minister for Investment and Development of the Republic of Kazakhstan dated April 30, 2015 No. 540 and (or) commits actions that pose a threat to the safety of the flight of the aircraft;
- This is necessary to eliminate violations of the provisions of the legislative acts of the State over which the air transport will be carried out or in which the point of departure, stop or destination of the transport is located.
- The passenger is in a state of alcoholic, narcotic, or toxic intoxication and his mental or physical condition poses a threat to the health of the passenger or the safety of persons and property on board the aircraft, as well as inconvenience to other passengers.

- The state of alcoholic, narcotic, or toxic intoxication of the passenger

is confirmed by a medical examination in accordance with the procedure established by the legislation of the Republic of Kazakhstan in the field of healthcare. At the same time, the state of health of the passenger intending to make the flight shall be confirmed by a medical document with the mark "air travel is contraindicated until..." indicating a specific date.

• There are elements of repeated violations of the current rules that have destructive behavior.

In case of refusal of carriage for the reasons provided for in this paragraph, the Carrier shall draw up an act recording the reasons and the fact of refusal of carriage.

3.12.2. If the Passenger is refused transportation by the Carrier, the refund of the amount paid for the non-performed transportation is made in accordance with the rules for the application of fares. From the amount returned to the Passenger, the Carrier has the right to deduct all amounts due to it, including: all fees, payments and expenses (including fines) that the Carrier has paid or shall pay for the passenger and his baggage.

## CHAPTER 4. DOCUMENTS USED IN THE CONCLUSION AND EXECUTION OF THE CONTRACT OF TRANSPORTATION

### Article 4.1. PASSENGER TICKET AND BAGGAGE RECEIPT

4.1.1. A passenger ticket and a baggage receipt are personal documents certifying the conclusion of a contract for the air carriage of a Passenger and his baggage to the destination, the provision of a seat on the aircraft performing the flight specified in the ticket, and in the case of the passenger's baggage delivery - the delivery of baggage to the destination. The Contract of Carriage establishes the rights and obligations of both the Carrier and the Passenger, as well as the limit of the Carrier's liability.

4.1.2. Each air carriage contract and its terms are certified by the transport documents:

- when transporting a Passenger – a passenger ticket;
- when transporting the Passenger's belongings as baggage – a baggage tag and / or a receipt for paid baggage.

The passenger ticket is issued by the carrier in electronic form (electronic ticket) for the Carrier's flights

4.1.3. The Passenger ticket is issued by the persons authorized by the Airline at

presentation of an identity document:

- passport of a citizen of the Republic of Kazakhstan;
- identity card of a citizen of the Republic of Kazakhstan;
- residence permit of a foreign citizen in the Republic of Kazakhstan;
- certificate of a stateless person;
  - foreign 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 concluding a contract of carriage, the Carrier may provide additional services for which fees are collected, for example,

- for booking a passenger ticket;
- for rebooking a seat on an aircraft;
- for the execution of the contract of carriage;
- other additional services.

4.1.5. If the amount charged for additional services is not specified in the passenger ticket, then a receipt of miscellaneous charges shall be issued in the form established by the Airline. The amount of fees is determined by the Airline's fares, and information about them must be provided to agencies and airports.

4.1.6. A passenger ticket is issued only after paying for the carriage at the established fare. The issue of a passenger ticket by bank transfer, free of charge or at a discount is made only after meeting all the requirements established by the relevant rules and documents of the Carrier.

4.1.7. The Passenger ticket includes flight coupons, each of which is valid for the carriage of the Passenger's baggage and additional services only in accordance with the route section, class of service, date and flight specified in it, as well as the rules for applying the fare and registration.

As a confirmation of the purchase of an electronic ticket, an itinerary receipt is issued. There are several options for printing the route of an electronic ticket:

- 1) print out on the printer
- 2) sending it to the passenger's email address.

When flying abroad during passport control, the itinerary receipt is required as proof of the return ticket.

4.1.8. The passenger is allowed to travel if there is an electronic ticket in the automated registration system that is properly issued and contains a valid flight coupon.

The use of the ticket by a person not specified in the ticket is not allowed.

If the passenger intends to present at check-in a different identity document than the one on the basis of which the ticket was issued ,the passenger shall contact the carrier or agent in advance of check-in to make changes to the ticket and to the automated booking system regarding the identity document, and the carrier or agent shall take actions to make these changes.

#### Article 4.2. LOST, DAMAGED OR INVALID PASSENGER TICKET

The carrier may recognize the passenger ticket as invalid and has the right to refuse to transportation and refund of passenger ticket payment amounts if the flight coupon has the following statuses:

- the flight coupon was exchanged (status "E" - exchange)
- flight coupon used for transportation (status "F" - flown)
- a refund was made for the flight coupon (status "R" - refund)
- the flight coupon is closed for use (status "S" - suspend or "G")
- the paper printout of the e-ticket itinerary receipt turned out to be fake;
- the requirements for applying special fares are not met;
- the passenger ticket was purchased from an organization or from a person who is not a Carrier or is not its agent.

The passenger ticket is valid for the carriage of the passenger within the time limits established by the conditions of application of the fare.

When presenting a passenger ticket issued to another person, a notarized power of attorney for this person must be presented for refund in order to receive the paid amount.

#### **Article 4.3. TRANSFER OF A PASSENGER TICKET**

4.3.1. The Passenger Ticket is not transferable and cannot be used by another person. A person who has presented a passenger ticket in the name of another person is not entitled to transportation or to a refund of the unused passenger ticket or part of it.

#### **Article 4.4. VALIDITY OF A PASSENGER TICKET**

4.4.1. A passenger ticket issued for carriage and valid for the carriage of the passenger and his additional services, within the terms established by the terms of application of this fare.

4.4.2. A passenger ticket issued at a special fare (other than the normal fare) is valid for carriage only during the period established by the rules for the application of such fare.

4.4.3. Each flight coupon of a passenger ticket is valid for the carriage of a Passenger between the points specified in it. If the ticket is issued with an open departure date, the booking is made in accordance with the Passenger's request, subject to the availability of seats on the flight at this fare.

4.4.4. The validity period of the ticket is extended until the next flight of the Airline, on which there is an empty seat of the class of service that corresponds to the originally paid fare, if the passenger was unable to fly during the validity period of the ticket in the event of:

- 1) cancellation or delay of the flight specified in the ticket;
- 2) failure of the aircraft to land at the airport specified in the ticket;
- 3) failed departure of the passenger due to the inability to provide him with a seat on the flight and the date specified in the ticket;
- 4) return of the aircraft that did not perform the flight to the departure airport;
- 5) not providing service according to the class specified in the ticket;
- 6) flight interruption due to an emergency landing of the aircraft;
- 7) diseases of the passenger traveling with him on the aircraft;
- 8) refusal of the passenger from the flight or from continuing the flight due to the delay in departure caused by the inspection;
- 9) incorrect registration of the Airline ticket.

4.4.5. If the Passenger was unable to complete the flight that started during the validity period of the passenger ticket due to his illness or the illness of a family member traveling with him, the validity period of such a passenger ticket is extended at the discretion of the Carrier on the basis of the official documents provided.

#### **Article 4.5. RESERVATION**

4.6.1. Seat reservations are a prerequisite for the carriage of Passengers and baggage (excess baggage) and are valid when entered into the Carrier's automated booking system. The procedure for booking seats is established by the rules for the sale of passenger tickets and booking seats.

General provisions.

(a) Unless proven otherwise, the paid confirmed Booking confirms the existence, conclusion and content of the Contract of Carriage between the Carrier and the Passenger whose name is indicated in the Reservation.

(b) The Carriage Service is provided only for the Passenger whose name is indicated in the confirmed Reservation. The Carrier reserves the right to check the Passenger's identity document. 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 responsible at any time during the trip.

(c) in the case of Air Travel sold at certain Fares, a partial or no change in the Air Service and/or a refund of its cost is offered. At the time of Booking, the Passenger is obliged to check the conditions applicable to the use of the Fare.

(d) The Passenger shall present an identity document; only Passengers whose name matches the name on the paid confirmed Reservation are allowed on the flight.

#### 4.6.2. A penalty is applied for correcting errors in the surname or first name.

##### Validity period

(a) Unless otherwise stated in the Booking or in these General Conditions of Carriage, or the Fares affecting the validity of the paid confirmed Booking, according to the information provided directly in the Booking, indicate otherwise, the paid booking may be used for carriage:

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

(c) - within one year from the date of use of the first segment, (depending on the fare conditions) provided that the specified first segment is used within one year from the date of the paid confirmed Reservation.

##### Force majeure circumstances applicable to the Passenger

If the Passenger has a paid confirmed Reservation, in accordance with Article 3.1 (d) above, which has not been used in whole or in part by the Passenger due to Force Majeure, the Carrier authorizes a refund or provides the Passenger with a credit voucher worth the amount of the Fare, including the fee for non-refundable and/or non-refundable Reservations, valid for one year and subject to use for subsequent travel on the Carrier's flights, subject to payment of the applicable Administrative Fees, if the Passenger informs the Carrier in a timely manner and in any case before the departure date of the flight of the reasons for the Force Majeure, and provides appropriate confirmation of the existence of the specified circumstances.

#### 4.6.3. How to use flight booking segments

(a) The fee-inclusive Fare applicable on the day of Booking is valid only for the paid confirmed Booking, used in full and in sequential order of segments for the flight specified for the specific travel on the specific dates. Improper use is the basis for the recalculation of the Fare in accordance with the conditions specified below.

(b) The fare determined on the basis of the dates, flight details and routes specified in the Booking corresponds to the Point of Departure and Destination, through the Stopover planned when paying for the booking, and is an integral part of the Contract of Carriage. Any changes to these General Terms of Carriage may result in changes to the Fare, including the fee.

(c) The airline accepts for carriage in flight segments only sequentially, starting from the first departure airport indicated in the passenger's confirmed booking. A confirmed booking in which the passenger violates the sequence of use of 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 transportation and refund the cost of unused flight segments of the reservation.

#### 4.6.4. Changes requested by the Passenger

Changes requested by the Passenger are subject to the fare conditions applicable to the applicable Fare and the applicable Administrative Fees.

#### 4.6.5. Identification of the Carrier

The Airline Code of the Carrier in the Booking can be specified in the form of the Airline Code (as defined in Article 2). The Carrier's address is the address of any of the Carrier's registered places of business or the address of the Carrier's head office.

4.6.6. The Passenger provides the following information and presents the documents necessary for booking and providing special services and meeting flight safety requirements:

1) last name, first name;

2) information about the passenger's documents specified in the articles of these Rules;

3) information about secondary documents (visa, medical certificate, documents for the transportation of children);

4) with the consent of the passenger, contact details (e-mail address and (or mobile phone number) through which the airline or an authorized agent who sells tickets can contact this passenger) for information

5) address of permanent residence and registration, if necessary;

6) place and date of departure, destination, type of route (non-stop, transit)

The spelling of the passenger's last name and first name on the ticket shall match their spelling in Latin letters in the identity document. The passenger checks the correct spelling of the last name and first name in the issued ticket.

The carrier and its agent do not have the right to transfer the information received from the passenger to third parties, except for the cases provided for by the current legislation of the Republic of Kazakhstan and foreign countries.

4.6.7. The passenger or a person, when booking a carriage on behalf of the passenger, informs the airline no later than 5 calendar days before the start of the flight in the following cases:

1) limited mobility of the passenger;

2) transportation of a minor passenger;

3) decrease in the function (absence) of vision, hearing that prevents the passenger from moving independently;

4) in the case of subparagraph 3) the present point of the guide dog escort;

5) the presence of an infectious disease;

6) pregnancy of more than 22 weeks;

7) in the case of childhood autism, Asperger's syndrome, atypical autism;

8) transportation of animals (birds);

9) the presence of baggage in excess of the established baggage allowance or oversized, heavy baggage;

10) the presence of baggage that must be carried only in the cabin of the aircraft;

11) transportation of weapons and ammunition.

The airline, after receiving the specified information, informs the passenger within 24 hours of the refusal to carry out the carriage, if it is not possible to ensure the performance of the carriage, based on the technical capabilities of the aircraft.4.6.8. Any passenger must be reserved a seat on the aircraft at the departure points before the passenger ticket is issued, and if special fares are applied, the booking is made in accordance with the rules for the application of these fares. The corresponding booking notes shall be entered in the passenger ticket.

4.6.9. The booking is considered preliminary until the carrier has issued the Passenger a transport document and the passenger has not made a payment for the carriage of the passenger and additional services,

Upon expiration of the booking period, the booking will be cancelled without notice.

4.6.10. It is allowed to rebook passenger tickets during the validity period of the passenger ticket for carriage for both an earlier and a later departure period.

4.6.11. The rebooking fee is charged in the amount and under the conditions 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 wishes to postpone the departure date specified in the passenger ticket for another period does not enjoy any priority rights when booking a new seat.

4.6.13. The airline is not obliged to provide the Passenger with any specific seat on board the aircraft, except in cases where the passenger registration technology provides for the issuance of boarding passes with fixed seats.

4.6.14. Booking and registration of transportation is made in accordance with the rules of application of the fare, as well as the rules of booking.

4.6.15. The Carrier has the right to cancel the reservation at any time without notifying the Passenger, if the Passenger has not fulfilled the payment obligations or other requirements of the Carrier have not been met during the booking.

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

4.6.17. Booking confirmation is required if a group of passengers organized for a trip with a common purpose on the same route consists of 10 or more people who have tickets with a reservation mark for a further flight or, for a flight in the opposite direction, makes a stop at a point for more than 15 days before the departure of the flight.

4.6.18. To confirm the booking, the passenger (and in the case of group transportation-the 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 has the right to require the passenger to re-confirm the reservation made. Re-confirmation of the booking by the passenger is made using any means of communication or in person. The booking may be cancelled by the carrier if this requirement is not met.

4.6.20. If the Passenger (group of passengers) refuses the reserved seat or does not arrive (did not arrive) at the check-in place by the time of its end, set by the departure airport, or arrives (arrived) with incorrectly issued documents, as a result of which, did not use the reserved seat for him, the passenger (group of passengers) may be charged a fee in the cases and in the amounts provided for by the relevant instructions and rules for applying the fare.

4.6.21. The fee is not charged if the Passenger (group of passengers) was not able to cancel the booking or could not arrive at the check-in place, due to the cancellation or delay of the Carrier's flight due to his fault, the passage of the boarding point according to the schedule, or the failure to provide this Passenger (group of passengers) with the reserved seat.

4.6.22. The fee is not charged if the Passenger (several members of the group) did not arrive at the check-in point due to a medical condition confirmed by a medical report.

4.6.23. If it is impossible 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 in accordance with the Carrier's rules.

#### Article 4.7. INFORMATION ABOUT THE PASSENGER AND HIS BAGGAGE, PERSONAL DATA

4.7.1. Passengers are required to provide the Carrier or its Authorized Agent with their personal information in order to make a Reservation, receive additional services. Personal information disclosed to the Carrier in connection with the conclusion and performance of the Contract of Carriage may be subject to processing.

4.7.2. The information provided by Passengers is mainly used for the following purposes: (i) Booking, (ii) providing specific services related to the transportation service. It can also be used to prevent cases of non-payment and fraud, as well as to ensure the safety of flights.

4.7.3. Passengers should take note that any incident that occurs during the duration of the carriage that may endanger the safety of the flight is recorded in a computer system, and data about this can be provided to the relevant Government authorities.

4.7.4. The information collected may be accessed by authorized employees of the Carrier or its partners (Authorized Agents, as defined) or support service providers, as part of the provision of special services on request specified above.

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

4.7.6. Except in cases where Passengers object at the time of collecting personal information or later in writing to the Carrier's address, the Carrier reserves the right to use the Passenger's personal information or transmit it to its partners for the purpose of sending the Passenger relevant commercial offers.

4.7.7. The collection of certain personal information is necessary for the performance of the Booking and the performance of the Contract of Carriage. Passengers may exercise their right to object to the collection and processing of their personal information, but Passengers should note that this may result in the cancellation of their Flight Reservations or the inability to receive certain support services provided on special request (for example, transportation of an unaccompanied child, etc.). Passengers should also take note that the absence of some personal information or inaccuracy of the information provided may result in a refusal to board the flight. As a result of the above circumstances, the Carrier does not bear any obligations.

4.7.8. The Passenger shall be aware that the information provided about him to the Carrier is used for booking a seat on the aircraft and providing additional services.

The carrier must keep the information received confidential and transmit it, if necessary, only to its representatives and other carriers or to a third party providing additional services related to the registered carriage.

The conclusion of a contract for the air carriage of a passenger or baggage means the passenger's unconditional consent to the collection and processing, both with the use of automation tools and without the use of such tools, of their personal data. In cases stipulated by the legislation of the Republic of Kazakhstan and foreign countries, the Carrier provides personal data to third parties, including their cross-border transfer.

4.7.9. When booking a seat. The passenger shall provide the agent with complete information about the route, departure date, number of seats, class of service, nationality, identity documents and special conditions of carriage.

4.7.10. Special conditions of carriage that require the prior consent of the Carrier at the time of booking are:

- unaccompanied child from 6 to 16 years old;
- excess baggage;
- oversized luggage (long / wide luggage);
- luggage in the cabin;
- personal sports equipment (skis, etc.);
- bicycle;
- animals/birds;
- blind / deaf Passenger with / without escort;
- blind passenger with a guide dog;
- A passenger on a stretcher;
- Disabled person in a wheelchair, able/unable to move independently;
- A passenger who needs assistance or special services from the Carrier;

#### Article 4.8. RECEIPT OF MISCELLANEOUS CHARGES

4.8.1. The receipt of miscellaneous charges is issued to the Passenger when accepting baggage in excess of the free baggage allowance with payment of the corresponding fees, in accordance with the rules for applying the Airline's fares, and confirms receipt of this payment in cases where:

- the total weight of the baggage intended for carriage exceeds the free baggage allowance allowed for this Passenger in accordance with the Carrier's fare rules;
- The passenger carries large, heavy luggage, pets, sports equipment for skiing and golf, etc.;
- when a Passenger declares the value of baggage exceeding the Carrier's liability limit.

4.8.2. The Passenger is charged the relevant fares and fees in accordance with the Carrier's fare rules prior to the start of the carriage at the point of departure.

4.8.3. Receipt of miscellaneous charges (RMC) - a document confirming payment of expenses for the following operations:

- surcharge for air transportation;

- performing ground handling for a comprehensive tour;
- extra charge for higher class service in the air or on the ground;
- payment of additional fees;
- collection of various surcharges, such as rebooking surcharges.

4.8.4. RMC can be of four types: containing two flight coupons in addition to the control, agency and passenger coupons.

4.8.5. The RMC is valid for one year from the date of issue.

4.8.6. The RMC may be issued for the provision of special non-specific services by the Carrier.

4.8.7. The RMC is intended for special use, i.e.:

- it is assigned to a separate carrier (s) and is limited to a specific type of service;
- the points of departure, destination, class, fare, surcharge, points through which the fare is calculated are precisely defined;
- the type of service is specified, in the column, for example, "Rebooking", "Additional baggage", "Other" in the latter case, specify for which service.

4.8.8. The rules for filling out, using, returning and exchanging receipts of miscellaneous charges are regulated by the "Instructions for drawing up SRF forms".

## CHAPTER 5. RATES, FEES, AND DISCOUNTS

### Article 5.1. GENERAL PROVISIONS

5.1.1. The fare is the cost of transportation from the point of departure to the point of destination. The fare does not include ground transportation services between airports and between the airport and the city center, except in cases where it is provided by the Carrier and is provided without additional charges.

5.1.2. The applicable fare shall be valid on the day of the beginning of the carriage. Tickets issued and paid for before the change in the fare or currency rate announced by the Carrier are valid without additional payment until the fare effective on the day of the start of the carriage, unless changes are made to the air carriage contract that contradict the rules of the applicable fare indicated on the corresponding flight coupon.

If the payment for the carriage is made in a currency other than the currency of the fare publication, the calculation of the equivalent in the currency of payment is made on the basis of the exchange rate published in the automatic booking systems in effect at the time of registration of the carriage

5.1.3. No changes in the fares or rules affect the terms of the contract of carriage, if it has already begun.

5.1.4. For the transports regulated by these Rules, the Carrier's fares apply. The fares and application rules are published by the Carrier in the automated booking system and on the corporate website

5.1.5. The passenger has the right to choose the desired route before receiving the ticket, if the fare value built between the points of departure and destination containing various intermediate points does not change.

5.1.6. The passenger has the right to change the route of carriage, unless otherwise stipulated by the special conditions of application of the fare for the initial carriage.

5.1.7. If the Passenger changes his route during the carriage and the fare changes, a new ticket is issued at the fare corresponding to the new carriage. The fare for the changed transportation is calculated from the last point of the fare construction, preceding the point at which the route is changed. The amount of the surcharge, if the fare for the modified carriage is higher, is calculated as the difference between the original fare and the fare of the modified carriage, including all necessary fees.

5.1.8. If the fare for the modified carriage is less than the fare of the original carriage, the difference between them is returned to the Passenger upon reissue, unless otherwise provided by the fare rules.

5.1.9. Through fares published in the automatic booking system have an advantage over any unpublished fares constructed in accordance with the Airline's fare application rules for carriage with service in the same class, between the same points and on the same route.

## **Article 5.2. TAXES AND OTHER FEES**

The Carrier has the right to charge a commission fee for booking an air ticket if the ticket was booked on the Carrier's website, at the air ticket sales offices, the Carrier's contact center or with agents.

The amount of commission fees when booking a ticket on the Carrier's website, in the offices for the sale of air tickets, booking centers and information of the carrier is established by the internal acts of the carrier. The amount of commission fees when booking a ticket with the carrier's agents is set by the agents themselves without the consent of the carrier.

5.2.1. The procedure for calculating taxes and fees to be withheld from passengers is established by the relevant competent authorities and is brought to the attention of passengers in agencies and representative offices when selling transport services. Any tax or fee is paid by the Passenger in excess of the fare, unless otherwise provided by law. The fee for the provision of additional services is set by the airline and is paid by the Passenger when ordering additional services.

## **Article 5.3. DISCOUNTS**

5.3.1. Discounts to the normal (universal) fares are established according to the special instructions of the Carrier, developed on the basis of the current legislation of the Republic of Kazakhstan, regulatory documents of the Civil Aviation Committee of the Ministry of Investment and Development and IATA recommendation documents.

## **Article 5.4. CURRENCY FOR PAYMENT OF THE FARE AND FEES**

5.4.1. The cost of transportation and fees are paid in the currency determined by the Carrier in accordance with the rules of currency regulation of the country of sale.

5.4.2. If the payment for the carriage is made in a currency other than the currency of the fare publication, the calculation of the equivalent in the currency of payment is made on the basis of the rate set by the Carrier in the automatic booking system, effective on the day of payment. At the same time, the amount of the equivalent fare payment is additionally regulated by special instructions of the Carrier.

5.4.3. The Carrier may refuse to carry the Passenger and his baggage if the payment has not been made at the appropriate rate, as well as the payment of taxes and fees, or the credit agreement established between the Carrier and the Passenger (the organization or person making the payment) has not been complied with.

# **CHAPTER 6. CONDITIONS OF CARRIAGE OF CERTAIN CATEGORIES OF PASSENGERS**

## **Article 6.1. GENERAL PROVISIONS**

6.1.1. Passengers of certain categories and their baggage are subject to the general conditions of carriage with the provision of additional amenities and ensuring an appropriate level of safety of transportation, as well as the application of special fares and compliance with the requirements of state authorities.

## **Article 6.2. TRANSPORTATION OF CHILDREN**

6.2.1. On all Airline lines, children can be transported both accompanied and unaccompanied by adult passengers. Unaccompanied children may be accepted by Carriers for carriage only after the parents or guardians have issued a relevant document ("Application for Carriage") indicating all the necessary details of such carriage. Unaccompanied children are children on domestic flights from 06 to 16 years old, who travel 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 check-in until the transfer of the child to the responsible person who meets them on arrival at the airport. For the provision of this service, a fee established by the Carrier is charged. Children from 16 years and older are allowed to move within the Republic of Kazakhstan without an escort and appropriate permits. At the request of parents or guardians, the service of accompanying representatives of the Airline may also apply to minor children 16 years and older.

6.2.2. If a minor child is flying with an adult of 18 years and older, then a notarized power of attorney from the parents for the flight of the minor child shall be issued for this person. The number of

unaccompanied children per flight is 4. Children cannot travel unaccompanied on indirect flights that require a stop. When registering an unaccompanied child at the check-in, the parents or guardian must fill out and sign an application form for the transportation of a minor child without an adult, indicating the contacts of the person who meets the child on arrival at the airport.

6.2.3. If the adult who is responsible for delivering 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 confirming his right to transfer the child to the hands of the specified responsible person. Unaccompanied minor children are not accepted for transportation from 23 to 6 o'clock in the morning in accordance with paragraph 5 of Article 36 of the Law of the Republic of Kazakhstan of August 8, 2002 "On the rights of the child in the Republic of Kazakhstan". Children under the age of 06 can only be transported if accompanied by an adult passenger. The accompanying person, if it is not a parent or legal guardian of the child, must issue a power of attorney certified by a notary. If a minor citizen of the Republic of Kazakhstan leaves the Republic of Kazakhstan unaccompanied, he must have with him, in addition to his passport, a notarized consent of parents, adoptive parents, guardians or trustees for the departure of a minor citizen of the Republic of Kazakhstan, indicating the time of departure and the state (s) that 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, no payment is charged.

6.2.5. For domestic flights, the passenger has the right to transfer one child under the age of 2 years free of charge without providing him with a separate seat, while other children between the ages of 2 and 15 years following the passenger on domestic flights are transported on passenger tickets with payment of 50 % of the full fare and provision of a separate seat. Children aged 2 to 15 years on domestic flights are carried on tickets with payment of 50 % of the full fare, both accompanied and unaccompanied by adult passengers. An additional fee established by the Carrier is paid for the provision of services for the carriage of an unaccompanied child by the Carrier.

6.2.6. The date of birth of the child shall be indicated at the time of booking. The passenger accompanying the child shall present to the Carrier, when buying a passenger ticket and at check-in, a document confirming the child's age - the child's birth certificate. The age of the child is determined on the transportation start date specified in the passenger ticket. The carrier has the right to check the age of the child.

6.2.7. The carriage of unaccompanied children is permitted only in cases where there is a confirmed reservation for the unaccompanied minors transportation service (UMNR) in the Carrier's automatic booking system for all sections of the transportation route. This service is provided only on direct non-stop flights of the Carrier, on transit and connecting flights this service is not provided.

6.2.8. A ticket for an unaccompanied child can be booked/purchased for the Carrier's domestic flights, provided that they arrive at their destination no later than 23-00 hours.

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

6.2.10. The boarding of an unaccompanied child on an aircraft is performed by a representative of the Carrier before or after the boarding of passengers; at the same time, he is transferred to the direct supervision of one of the flight attendants.

6.2.11. Upon arrival at the destination of the flight, the unaccompanied child is under the constant supervision of a representative of the Carrier until he is handed over to the person designated to meet him.

### Article 6.3. TRANSPORTATION OF DISABLED AND SICK PASSENGERS

6.3.1. The category of sick or disabled passengers includes:

- those who are considered medically ill, unable to move independently, and who need assistance when boarding an aircraft, or who can walk, and are able to land without assistance, whose condition is considered unstable and who therefore need medical permission before each flight;

•whose physical or mental condition is stable, and who can obtain a permanent or temporary air transport permit from a medical institution, or who do not have such a permit, but they need special care.

6.3.2. If the age, physical or mental condition of the Passenger may cause deterioration of his health or create a danger to his life during the flight, the Passenger is obliged to provide the Carrier with a medical report signed by a doctor, which permits his transportation, prior to the start of the carriage. It must also specify special requirements for the conditions of carriage of such a Passenger. In addition, the passenger's reservation shall be made at least 72 hours before the departure of the aircraft.

6.3.3. In order to ensure the safety of meeting technical and operational requirements, the Carrier may limit the number of sick/disabled passengers on any of its flights, even if the accommodation of these passengers meets special requirements, including qualified escorts.

6.3.4. The Carrier or any person authorized by the Carrier to register a sick passenger / disabled person is responsible for informing its ground staff at the points of transit, transfer and destination of the presence of a sick passenger/disabled person on board the aircraft.

6.3.5. The carrier has the right to refuse transportation or its continuation for a person whose transportation is due to his state of health (on the basis of established facts of medical examination, etc.) may pose a threat to other passengers and their property, aircraft or crew.

6.3.6. The carrier has the right to refuse carriage (both initial and subsequent), cancel the reservation made or remove passengers from the aircraft for health reasons:

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•unable to take care of themselves without assistance (provided that there is no accompanying person);

•which may become a source of infection for other passengers; the carriage of which, even with special precautions, may cause danger to themselves or other persons and property;

•who have a printout of the ticket without a confirmed booking;

•if it is not possible to organize special services necessary for the transportation of such patients.

6.3.7. In case of refusal of transportation to a sick Passenger (disabled person) at the starting or transfer points, the Carrier is obliged to immediately inform the initial and other carriers along the route, indicating the reason for the refusal or the actions taken by them, in the form of providing an Accompanying person to the destination for a fee.

6.3.8. The commander of the aircraft and the senior flight attendant shall be informed about the presence of sick passengers on board and the need for special maintenance before the start of the flight.

6.3.9. The boarding of sick passengers (disabled people) and their accompanying persons must be carried out before the boarding of other passengers. At transit points, sick passengers (disabled people) and their accompanying persons remain on board, subject to compliance with the applicable safety rules. Sick passengers and their accompanying persons are the last to disembark.

6.3.10. When placing sick passengers (disabled people) in the cabin, it is necessary to take into account the specifics of transportation. The places that will be allocated to them shall:

•not interfere in case of emergency evacuation in case of emergency situations;

•not prevent free access to emergency exits.

6.3.11. Accompanying persons are provided with seats next to sick passengers (disabled people). Passengers experiencing difficulties during movement are placed in such a way that they do not interfere with the rapid evacuation of passengers from the aircraft.

6.3.12. Transportation of their own wheelchairs of sick passengers (disabled) is regulated by the Airline's rules for the carriage of baggage.

6.3.13. 3a transportation of an adult passenger who needs air transportation on a stretcher is charged for 6 (six) round-trip seats at the Y class fare, provided that the Carrier can arrange a stretcher. For the carriage of a child under 12 years of age who needs to be transported by air on a stretcher, a fee of 50% of the applicable fare of an adult passenger is charged. The free baggage allowance for sick passengers (disabled passengers) corresponds to the baggage allowance for ordinary passengers.

#### **Article 6.4. TRANSPORTATION OF PREGNANT WOMEN**

6.4.1. Pregnant women are accepted by the airline for carriage by air, provided that the pregnancy period is up to 34 weeks for a single pregnancy, and for a multiple pregnancy-no more than 32 weeks, provided that they are in a satisfactory state of health, which must be confirmed by a certificate of the medical organization about the period of pregnancy and the state of health provided to the airline after 22 weeks of pregnancy, which are calculated according to the expected date of delivery.

6.4.2. Pregnant women whose gestation period exceeds 34 weeks with a single pregnancy, and with a multiple pregnancy-no more than 32 weeks, provide the conclusion of the medical advisory commission, approved by the order of the Acting Minister of Health of the Republic of Kazakhstan dated October 30, 2020 No. KR DSM-175/2020 "On approval of forms of accounting documentation in the field of health" (registered in the Register of State Registration of Regulatory Legal Acts for No. 21579) form No. 026/u on the state of their health, which is allowed from registration by a medical organization no earlier than 30 calendar days before the start of transportation. The medical report indicates the period of pregnancy and provides confirmation that the pregnancy proceeds without complications. If there were complications during pregnancy, it is necessary to consult a doctor before traveling by air. Women in labor after childbirth and newborns are not allowed to be transported during the first 7 calendar days after the birth of the child.

The airline has the right to refuse transportation to a pregnant woman, if this is regulated by the requirements of the immigration legislation of the country of destination.

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

#### **Article 6.5. TRANSPORTATION OF PASSENGERS WITH VISION (HEARING) IMPAIRMENT**

6.5.1. When transporting a Passenger with a lack of vision (hearing) the carrier shall be presented with an appropriate medical document confirming the diagnosis.

6.5.2. A passenger with vision (hearing) impairment can be transported with an accompanying person, without an accompanying person or accompanied by a guide dog. It is necessary to warn 24 hours in advance that you will take a guide dog.

6.5.3. Transportation of a blind / deaf passenger without an accompanying person is possible only if there is a prior agreement with the Carrier at least 24 hours before the start of transportation.

6.5.4. The guide dog shall be provided with a veterinary certificate and a certificate of special training.

6.5.5. When transporting a blind / deaf passenger accompanied by a guide dog, the authorized agent of the Carrier, when booking a seat for this passenger on board the aircraft or when issuing a passenger ticket, must inform the Carrier about the carriage of such a passenger in order to assist him in checking in at the departure airport and delivering him to the aircraft and from the aircraft at the destination airport.

6.5.6. When transporting a passenger with no vision accompanied by a guide dog, the dog is transported on the aircraft free of charge in excess of the established free baggage allowance.

6.5.7. When registering a passenger with no vision (hearing) with a guide dog, a place is allocated where there is enough space for the dog and not far from the emergency exit. The dog shall be muzzled and on a leash. In the cabin of the aircraft, the dog must be tied to the seat at the feet of the passenger it is accompanying.

#### **Article 6.6. HANDICAPPED PASSENGERS**

6.6.1. The airline provides 2 types of wheelchairs:

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

- and also for passengers who can not walk on the steps (they shall be carried), are able to move themselves to the passenger seat and back (these passengers also need a wheelchair to overcome long distances).

A request shall be submitted 24 hours before departure.

#### 6.6.2. wheelchair

(a) Wheelchairs are carried free of charge only in checked baggage. A request shall be submitted 24 hours before departure.

(b) Manually operated folding wheelchairs.

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

(d) Electric wheelchairs are not accepted for carriage.

#### 6.6.3. Stretcher

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

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

(c) Passengers are advised to notify the Carrier of their limited physical abilities or the need for special assistance when making a reservation. If a request for special assistance is made after the Booking has been made or in accordance with the applicable rules, less than 48 hours before the departure of the flight, the Carrier will make every effort to fulfill the request in accordance with all applicable rules, taking into account the timing and special requirements for the assistance needed.

(d) The Passenger for whom the request is made. If a Passenger requires special assistance during check-in or boarding, for which a timely preliminary request has not been made in accordance with the provisions of this Article, the Carrier reserves the right to refuse to provide special assistance to the Passenger.

(e) If a Passenger has health problems or suffers from a certain medical condition that may be adversely affected by traveling in a sealed cabin, the Passenger is advised to consult a doctor before starting the journey in order to ensure that the journey is safe for the Passenger's health.

(f) If the Passenger does not notify the Carrier of a mental or physical illness or disability, and in connection with the specified illness of the Passenger, the Carrier is forced to change the route of the flight to an unscheduled destination, the Carrier has the right to demand from the Passenger compensation for all expenses related to the specified change in the route of the flight and other expenses, except for cases of force Majeure applicable to the Passenger.

6.6.4. The carrier provides services to the disabled, low-mobility groups of the population and passengers with childhood autism, Asperger's syndrome, atypical autism by flight attendants who have practical skills in communication and safe assistance on board the aircraft, including: accommodation, information services, assistance in compliance with aviation safety rules, food service, first aid in flight. When transporting disabled people, people with limited mobility, and passengers with childhood autism, Asperger's syndrome, or atypical autism, a representative of the airline (airport) accompanies them to (from) the aircraft after carrying out the appropriate check-in procedures.

The boarding of disabled people, people with limited mobility and passengers with childhood autism, Asperger's syndrome, atypical autism and accompanying persons on board the aircraft is carried out first of all before the announcement of the landing of the main part of the passengers and disembarkation from the aircraft last of all.

When announcing the boarding of passengers on board the aircraft, the authorized agents are previously invited unaccompanied minor passengers and passengers with children.

6.6.5 To confirm the diagnosis of childhood autism, Asperger's syndrome, and atypical autism, the medical advisory commission's opinion is provided, approved by the order of the Acting Minister of Health of the Republic of Kazakhstan dated October 30, 2020 No. KR DSM-175/2020 "On

Approval of forms of accounting documentation in the field of healthcare" (registered in the Register of State Registration of Regulatory Legal Acts No. 21579) form No. 026/u.

#### Article 6.7. TRANSPORTATION OF VIP PASSENGERS

- (a) For VIP transportation, the Passenger can book the required number of seats. Payment for additional seats is made at the fare corresponding to the fare paid by the Passenger.

### ARTICLE 6.8. SERVICING OF DIPLOMATIC COURIERS AND THEIR LUGGAGE

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 his special powers as a person accompanying diplomatic mail;
- be responsible for the packaging and processing of diplomatic mail in accordance with the requirements of the relevant international conventions and the requirements of the state authorities of the points of departure, destination, transfer;
- be responsible for maintaining diplomatic mail during ground operations.

6.8.2. The registration of the carriage of diplomatic mail in the cabin of the aircraft accompanied by a diplomatic courier can be carried out by a separate ticket, or by a receipt of miscellaneous charges for paid baggage and payment is made in accordance with the rules of carriage of paid baggage.

6.8.3. When registering the carriage of diplomatic mail with a passenger ticket specially issued for this purpose, the mail is carried in a passenger seat, if its weight does not exceed 75 kilograms. If this weight limit is exceeded, two or more tickets may be issued for the carriage of diplomatic mail and, accordingly, two or more seats may be occupied.

## CHAPTER 7. BAGGAGE TRANSPORTATION

### ARTICLE 7.1. GENERAL PROVISIONS

7.1.1. "Baggage" – personal belongings of the passenger or crew members carried on the aircraft in agreement with the Carrier. The term "Baggage" is understood as registered (carried in the baggage compartment of the aircraft, followed by the passenger) and unregistered (carried by the passenger in the cabin of the aircraft under their own responsibility).

7.1.2. At check-in, the Passenger shall present all the items they are carrying for weighing.

7.1.3. When the aircraft is fully loaded commercially, the Carrier has the right to restrict the Passenger's acceptance or refuse to carry baggage in excess of the established norm. In this case, the maximum permitted sanitary baggage allowance is not more than 32 kg. per adult passenger.

7.1.4. The Carrier has the right to refuse to transport the Passenger's belongings if the weight, size, number of seats, contents or their packaging do not meet the requirements of these Rules.

7.1.5. Checked baggage is carried on the same aircraft as the passenger. If such carriage is not possible for any reason, the Carrier must carry the checked baggage on its next next or previous flight.

7.1.6. The baggage of the Passenger who did not appear for boarding after check-in, as well as the baggage and cabin luggage of the transit Passenger who did not appear for boarding, are subject to mandatory removal from the aircraft.

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

### 7.2. RIGHT FOR INSPECTION

For security reasons and/or at the request of the authorized authorities, the Carrier may require Passengers to undergo an inspection of the Passengers themselves and / or their Luggage (using infrared rays or other technology). If the Passenger is absent, their Luggage may be scanned or inspected in their absence to check, in particular, whether it contains any of the items listed above. If the passenger refuses to be inspected, the Carrier may refuse to transport the Passenger and his Baggage. If the scan damages or damages the Baggage or its contents, the Carrier is not liable for such damage, except in cases of gross negligence or if the damage is caused by intentional illegal actions of the Carrier.

### **7.3. RIGHT TO REFUSE IN BAGGAGE TRANSPORTATION**

- (a) The Carrier has the right, for security reasons, to refuse to carry or continue to carry 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 comply with the requirements. The Carrier is not responsible for ensuring the safety of the Baggage and/or items that the Passenger was refused to carry.
- (b) The Carrier has the right, for reasons of safety, hygiene or technical necessity, to refuse to carry any items that are incompatible with air transport due to their size, shape, weight, content, configuration or nature, or to refuse to continue carrying them if these items are found during the journey. The Carrier is not responsible for ensuring the safety of the Baggage and / or items, the carriage of which was denied to the passenger.
- (c) The Carrier has the right to refuse to carry Baggage for which the Passenger refuses to pay a fare surcharge, according to the Rules.
- (b). The Carrier is not responsible for ensuring the safety of the Baggage and / or items, the carriage of which was denied to the passenger.
- (d) The carrier refuses to transport animals for which the documents required for travel in accordance with the applicable regulations are not available.
- (e) The Carrier has the right to refuse to carry Baggage in the cargo compartment that was not handed over to the Carrier by the Passenger before the Check-in Deadline, in accordance with the conditions specified in this provision.

### **7.4. CHECKED BAGGAGE**

#### **7.4.1. General provisions**

- (a) The dimensions of one piece of checked baggage in the sum of 3 dimensions should not exceed 158 cm, the weight of one piece of baggage should not exceed 32 kg.
- (b) The Passenger is obliged to hand over the Baggage at the Carrier's check-in desk for the purpose of checking it before the Check-in Deadline.
- (c) After the Passenger has deposited the Baggage at the check-in desk, subject to the above conditions, the Carrier undertakes to store the Baggage and issues the Passenger a Baggage Receipt for each item of Checked Baggage.
- (d) The Passenger is obliged to indicate his Baggage by his name.
- (e) In all reasonably possible cases, the Carrier shall ensure that the Checked Baggage is carried on the same aircraft as the Passenger. The Carrier may, for security or other reasons, carry Checked Baggage on another flight.
- (f) Checked baggage shall be sufficiently strong for the purpose of carriage and provide adequate protection for the contents.
- (g) Passengers are advised not to carry cash, jewelry, works of art, precious metals, silverware, securities and other valuables, optical or photographic devices, computers, electronic and/or telecommunications equipment or devices, musical instruments, passports and other identification documents, keys, letterheads, business documents, manuscripts or contracts, both individual and template, etc. When a Passenger includes the above items in Checked Baggage, in the event of destruction, loss or damage to Checked Baggage, the Carrier is liable to the extent specified in the The Convention and Article 18 of these General Conditions of Carriage for Passengers and Baggage.
- (h) In accordance with applicable regulations, Passengers are not advised to carry any medicinal products in their Checked Baggage.

For the carriage of sports equipment in the luggage compartment, the following rules apply in accordance with these Rules.

#### **7.4.2. Baggage Allowance**

- (a) where applicable, in accordance with the fare conditions, the Baggage Allowance corresponds to the amount of Baggage per Passenger carried in the cargo compartment of the aircraft, limited by the weight and/or number of seats and/or dimensions of the Baggage, which is determined depending on the destination and the Fare paid specified in the Booking.

(b) Passengers may carry Checked Baggage in excess of the baggage allowance, subject to payment of the excess baggage fee. Information on the conditions applicable to the above excess baggage fee and excess baggage rates 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 Checked baggage shall not exceed 1 piece of 32 kg.

Excess baggage can be paid at the ticket office of the departure airport 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 Airline's corporate website.

#### 7.4.3. Special Value Statement

(a) In the event that the value of the Checked Baggage exceeds the maximum liability of the Carrier defined in the Convention for the destruction, loss, damage or delay of the Baggage, the Passenger may insure such Baggage prior to the start of the journey.

#### 7.4.4. Baggage collection and delivery

(a) According to the rules, the Passenger is obliged to receive his Checked Baggage immediately after the start of the delivery at the destination or at the Intermediate Stop. If the Passenger does not collect the Baggage within three months from the moment when he has the opportunity to collect the Baggage, the Carrier may dispose of the specified Baggage at its discretion, without any responsibility or obligations to the Passenger.

(c) Only the owner of the Baggage Receipt has the right to receive Checked Baggage.

(d) If the person requesting the Baggage Claim is unable to produce the Baggage Receipt, the Carrier will issue the Checked Baggage to that person only if sufficient satisfactory evidence is provided to prove that person's right to the Baggage.

(e) The receipt of the Baggage by the owner of the Baggage Receipt without complaint at the time of delivery is a confirmation that the Baggage was delivered in good faith and in good condition (in the absence of evidence to the contrary on the part of the Passenger).

7.4.5. Accepting baggage for transportation. The Carrier is obliged to make a record (about the number of seats and the weight of checked baggage), which is considered as a baggage tag issued to the Passenger. If the receipt of miscellaneous charges for additional baggage is not issued, then it is considered that the total weight of the checked baggage corresponds to the free baggage allowance. The Carrier is obliged to issue the Passenger a tear-off ticket of the numbered baggage tag for each piece of checked baggage. The baggage tag and the tear-off ticket are designed to identify the baggage.

7.4.6. From the moment of delivery of the checked baggage for carriage until the moment of its delivery, the Passenger's access to the baggage is prohibited, except in cases of identification or additional inspection by the relevant services.

### Article 7.5. UNCHECKED BAGGAGE (CABIN LUGGAGE)

7.5.1. The Airline sets for the 1st passenger, one piece of cabin baggage, in accordance with the current Fare Rules published on the corporate website of the Airline.

7.5.2. In respect of certain types of Baggage that the Passenger intends to carry in the cabin of the aircraft, the Passenger may be denied the carriage of the specified Baggage in the cabin for security reasons, technical necessity or depending on the type of aircraft, in which case the specified Baggage is subject to carriage as Checked Baggage.

(b) Baggage/items that the 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 norm, dimensions and/or weight), may be carried in the cabin only if the Carrier was properly informed by the Passenger 24 hours before departure about the specified Baggage/items prior to check-in and agreed to the carriage of the specified Baggage/items in the cabin. 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 transporting fragile items weighing no more than 75 kg and measuring no more than 120x50x30 cm, you shall pay for an additional seat in the cabin.

7.5.4. Guitars, saxophones and other musical instruments exceeding the size of cabin baggage shall be carried as checked baggage. If such baggage exceeds the baggage allowance, the excess baggage is paid in accordance with the Airline's established fares.

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

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

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

7.5.7. The passenger is obliged to take care of the safety of things carried in the cabin of the aircraft.

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

7.5.9. In addition to the established free baggage allowance, the passenger may carry the following items necessary for him / her during boarding, disembarking or during the flight, if they are in the passenger's hands and are not included in the baggage:

- A lady's purse;
- A folder for papers;
- Coat or raincoat;
- Umbrella;
- Printed publications for in-flight reading;
- Baby food and baby travel cradle;
- Wheelchair for the disabled;
- Briefcase

## Article 7.6. FREE BAGGAGE ALLOWANCE

7.6.1. Each Passenger, with the exception of passengers of the category "Child under 2 years/Infant", without providing a seat, has the right to carry free baggage in the amount of:

• the standards for checked baggage and cabin baggage in accordance with clause 7.4.2 and clause 7.5.1. Passengers traveling on service or reduced-price tickets, as well as a child carried on a child's ticket, have the right to carry baggage free of charge at the rate established by the Carrier, according to the rules for applying the fare.

7.6.2. The free baggage allowance does not apply:

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

7.6.3. When transporting passengers with a single group reservation and traveling together on the same aircraft on the same route to the same destination, at the request of passengers, a group free baggage allowance is provided, which is the combined free baggage allowance for passengers of this group.

7.6.4. If two or more passengers travel as a family to the same destination and check in their baggage together, it is allowed to set a total baggage allowance for them equal to the sum of the free baggage allowance for each Passenger.

7.6.5. When the aircraft is fully loaded commercially, the Carrier has the right to restrict the passenger's acceptance or refuse to carry baggage in excess of the established norm.

## Article 7.7. PAID (EXCESS) BAGGAGE

7.7.1. The Passenger, family or group shall inform the Carrier in advance (when booking a seat or at the time of ticket purchase) about the weight and number of excess baggage and pay for its transportation.

7.7.2. The Passenger is obliged to pay for the carriage of baggage exceeding the free baggage allowance at the established fare applicable on the day of carriage. Excess baggage charges are calculated only for the difference between the maximum allowed limit per passenger, depending on the fare.

7.7.3. The weight of one piece of excess baggage should not exceed 32 kg, the number of seats should not exceed 2. Baggage exceeding the specified weight and quantity is registered as cargo according to the rules of cargo transportation.

7.7.4. If the passenger increases the weight of the baggage carried during the journey, the passenger is obliged to pay the cost of transporting the baggage, the weight of which exceeds the weight of the previously presented and paid baggage. If the passenger reduces the weight of the transported baggage on the way, the Carrier does not make any recalculations for the previously made payment for the baggage.

7.7.5. If the passenger has presented for carriage baggage in an amount greater than it was declared and pre-paid for, such baggage is accepted for carriage on the same aircraft with the passenger only if there is a free tonnage and after a corresponding surcharge.

7.7.6. In case of an increase in the weight of baggage, at the stop or transfer point, the passenger will be charged for additional baggage.

## 7.8. SPORTS EQUIPMENT

7.8.1. Skis, snowboards (a) shall be securely packed and put in baggage for transportation in the cargo compartment of the aircraft. The ski package includes: 1 pair of skis, 1 pair of ski poles, 1 pair of boots, 1 helmet. The kit for carrying a snowboard includes: 1 snowboard, 1 pair of boots, 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) Shall be securely packed and stored in baggage for transport in the cargo hold of the aircraft.

(b) The length of the surfboard shall not exceed 170.

7.8.4. Bicycles.

The airline accepts bicycles for transportation if they are properly packed. Special conditions for transportation: the pedals shall be removed and tires shall be lowered. Tandem (bicycle for two/three) is not accepted for transportation.

7.8.5. Golf equipment.

The equipment shall be properly packed for transport in the cargo hold. The golf equipment kit includes: 1 golf bag, which contains 1 golf kit, golf balls and ball stands.

7.8.6. Diving equipment, fishing equipment.

Special conditions for the transport 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 weight belt with weights.

b) During transport, the scuba tanks shall be empty and the valves shall be open. The diving lamp must be de-energized, the lamp or battery must be removed, and the lamp can only be carried as cabin baggage. Special conditions for carrying fishing equipment: a set of fishing accessories consists of one fishing rod, one fishing bag.

7.8.7. Sports weapons

Special conditions for the transport of sporting weapons: the transport of sporting weapons is carried out in accordance with the rules for the transport of weapons and ammunition article. 7.12. these Rules. For transportation, the SSR code "SPEQ" for direct flights or "SETR" for transfer flights is used.

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

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

7.9.1. In order to ensure the safety of flights, the following items and substances that can cause harm to passengers, aircraft, or property on board the aircraft are not accepted for carriage as Baggage:

- explosives and objects filled with them, explosive devices, ammunition, illuminating substances and missiles;
- compressed and liquefied gases, gases for domestic use (butane-propane, etc.);
- toxic, poisonous and irritating substances;
- flammable solids and liquids;
- caustic, corrosive or oxidizing materials and substances;
- magnetized materials;
- radioactive materials;
- briefcases and suitcases equipped with security devices;
- mercury and other substances, items that fall into the category of substances listed above, cargo and items that raise doubts about the safety of their transportation and that can be used to set fire, explode or threaten the lives of passengers and crew members of aircraft.

The list of substances and items prohibited for passengers to be transported on civil aircraft is established by the International Civil Aviation Organization (ICAO) and approved by the Decree of the Government of the Republic of Kazakhstan No. 317 of March 31, 2011.

7.9.2. Special types of baggage and cargo are not accepted for carriage:

- biological preparations;
- wild animals, fur-bearing animals and reptiles (snakes);
- large pets,
- fish planting material, bees, etc.

7.9.3. Are not accepted for carriage also:

- items that, in the opinion of the Carrier, are not acceptable for carriage as baggage due to their weight, size or other characteristics;
- items transportation of which is prohibited by the laws, regulations, rules and regulations of the state bodies of the Republic of Kazakhstan, as well as the country to, from or through the territory of which the transportation is carried out.

#### Article 7.10. ITEMS AND SUBSTANCES TAKEN IN LIMITED QUANTITIES

7.10.1. Passengers may carry in their baggage in limited quantities and with the permission of the Carrier, unless otherwise provided by the regulations of the country to the territory from or through the territory of which the carriage is carried out, the following substances and items:

- (a) Alcoholic beverages containing more than 24%, but not more than 70% alcohol by volume, in containers with a capacity of not more than 5 liters, if they are in sealed containers intended for retail sale in the passenger's luggage. The total net amount of such drinks per person is 5 liters.
- (b) Alcoholic beverages with an alcohol content of not more than 24% by volume are not subject to any restrictions other than packaging restrictions.
- (c) Non-radioactive medicines and toiletries, including aerosols. Aerosols, without any additional danger, for use in sports or household purposes, are carried only in checked baggage. The total net quantity of all such articles carried by each person shall not exceed 2 kg or 2 l, and the net quantity of an individual article shall not exceed 0.5 kg or 0.5 l.
- (d) Hair sprays, lacquers, colognes and medicines containing alcohol only in checked baggage. The total net quantity of all such articles carried by each person shall not exceed 2 kg or 2 l, and the net quantity of an individual article shall not exceed 0.5 kg or 0.5 l.
- (e) with the permission of the Airline, small cylinders of oxygen gas or air required for medical purposes.
- (f) Small carbon dioxide cylinders for activating artificial limbs, as well as spare cylinders of similar size, if necessary to provide the necessary supplies for the entire journey.

- (g) with the permission of the Airline, only in checked baggage, securely packed in boxes cartridges for sporting purposes, in an amount not exceeding 5 kg gross weight per person for personal purposes. Cargo standards for several persons cannot be combined into one or more cargo packages.
- (h) A safe match or lighter for individual use carried by an individual. Transportation of lighters containing unabsorbed liquid fuel (with the exception of reduced gas), fuel for lighters and refueling elements is not allowed.
- (i) Heart muscle stimulators or other radioactive isotope devices, including lithium battery-powered devices implanted in the human body, or radioactive pharmaceuticals contained in the human body as a result of treatment.
- (j) with the permission of the Airline, wheelchairs for the transport of patients or other battery-powered mobile devices equipped with non-leaky batteries and carried in checked baggage, provided that the battery terminals are protected from short circuits and the battery is securely attached to the wheelchair or mobile device.
- (k) with the permission of the Airline, wheelchairs for the transport of patients or other battery-powered mobile devices equipped with leaking batteries and carried in checked baggage, provided that the wheelchair or mobile device can only be loaded, placed, attached and unloaded in an upright position, and provided that the battery is disconnected, the battery terminals are protected from short circuits and the battery is securely attached to the wheelchair or mobile device. If the wheelchair or mobile vehicle cannot be loaded, secured and unloaded only in an upright position, the battery must be removed and the wheelchair or mobile vehicle can then be transported without restrictions as checked baggage. The removed battery shall be transported in strong, rigid packages. These packaging kits must prevent leakage and keep the battery fluid out. It is necessary to provide protection against overturning by attaching to pallets or by securing them in the cargo compartments with appropriate fasteners, with the help of tightening belts, brackets or supports. Batteries must be protected from short circuits, mounted vertically in packaging kits, and lined with sufficient compatible absorbent materials to fully absorb the liquid contained in them. Packaging kits must be marked with the label "liquid battery, with wheelchair" or "liquid battery, with mobile vehicle" and a sign of corrosion hazard. The commander of the aircraft must be informed of the location of the wheelchair for transporting patients or a mobile vehicle with an installed battery or the location of a packed battery. It is recommended that passengers coordinate their actions with each airline in advance. Batteries that are not leak-free should, as far as possible, be fitted with ventilation plugs to prevent leakage.
- (l) Catalytic curling tongs containing hydrocarbon gas, no more than one tongs per person in checked baggage, provided that the heating element has a reliable protective cap. It is forbidden to transport gas refueling elements for such forceps.
- (m) with the permission of the Airline, only in cabin baggage a barometer or mercury thermometer carried by a representative of the weather bureau or a similar official body. The barometer or thermometer must be packed in a strong outer packaging package containing a sealed inner liner or bag made of a strong impermeable or puncture-resistant mercury-free material that prevents mercury leakage. The aircraft commander must have information about the barometer or thermometer.
- (n) with the permission of the Airline, no more than two small cylinders of carbon dioxide or other appropriate gas inserted in the self-inflating life jacket for inflating purposes, plus no more than two spare charges to it, per person.
- (o) with the permission of the Airline, heat-emitting products, i.e. battery-powered equipment such as underwater lights, soldering equipment that, if accidentally switched on, will emit a large amount of heat and may cause a fire, may only be carried in cabin baggage. The heat-generating component or energy source must be removed to prevent unintentional operation during transport.
- (p) One small medical or clinical thermometer containing mercury, for personal use, if it is in a protective case.

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

7.10.2. The carrier allows passengers to carry no more than 2 liters of liquids in the cabin. These liquids shall be packed in a container of no more than 50 ml.

Such liquids include gels, lacquers, mascara, shampoos, perfumes, colognes, creams, etc.

The volume of liquids allowed for transportation to passengers in the cabin of the aircraft may be limited by the airline or at the request 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 the carriage of hand luggage and its contents is made by the relevant airport services.

## ARTICLE 7.11. TRANSPORTATION OF WEAPONS AND AMMUNITION

7.11.1. During the flight, passengers are prohibited from carrying firearms, gas and edged weapons of all types, as well as their dummy.

7.11.2. Weapons and ammunition for hunting and sporting purposes are accepted for transportation if the passenger has the appropriate documents for this weapon, unloaded and packed in a special case. These items are only carried as checked baggage.

7.11.3. The transport of weapons by persons who are on duty is carried out only if there is a special permit issued in accordance with the established procedure and in compliance with the relevant laws and regulations of state bodies.

7.11.4. The transport of weapons is carried out in a discharged state, in a packed form, in the passenger's luggage, in compartments isolated from the passenger compartments of the aircraft. Ammunition is transported in a packed form, separately from weapons.

7.11.5. Gas weapons are transported in the passenger's baggage in a packed form. It is forbidden to transport ammunition for gas weapons.

7.11.6. Persons who have the right to store and transport weapons, but are not in the line of duty, weapons are withdrawn and handed over to the representative of the Carrier for the duration of the flight. Blades and knives belonging to the national dress, as well as souvenirs available for sale, imitating weapons, are accepted for transportation and are subject to baggage check during the flight. Items that resemble weapons (for example, toys), pyrotechnic devices (rockets, firecrackers, sparklers, etc.), and other items that can be used to intimidate and attack (bicycle chains, batons, scissors, and other cutting and stabbing objects) are also not accepted for transportation as unregistered baggage.

7.11.7. If the route of the Carrier's aircraft passes through the state border, the issue of carrying weapons on board should be regulated in advance by the relevant competent authorities of the States concerned in order to comply with the laws and regulations in force in these States.

7.11.8. Acceptance, registration, transportation and delivery of weapons to passengers for the permitted transportation of weapons of all types, ammunition for firearms is carried out in accordance with the requirements of the Airline's instructions on the procedure for transporting weapons and ammunition on aircraft.

- Acceptance of weapons for transportation, registration of the necessary documents, delivery on board the aircraft at the departure airport and delivery of weapons at the destination airport is carried out by an employee of the aviation security service(ASS).
- The acceptance of weapons from the passenger for temporary storage for the duration of the flight is made out by an act drawn up in 3 copies, which are signed by the passenger - the owner of the weapon and the employee of the ASS. The first copy of the act is also signed by the Carrier and remains at the departure airport in the ASS, the second copy is transferred to the Carrier, the third is issued to the passenger to receive weapons at the destination airport. The ASS employee informs the passenger who owns the weapon about the procedure for receiving it at the destination airport.
- 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 relevant travel instructions, are in the performance of their official duties, as well as military personnel and employees of other paramilitary organizations who have advising travel instructions and are

escorting escorted persons, weapons for temporary storage for the duration of the flight, are not transferred.

- Transportation of long-barreled weapons, the dimensions of which in disassembled form do not allow placing them in (standard) metal lockable boxes, is carried out in isolated baggage or cargo compartments of aircraft in the passenger's package sealed with a ASS (special container, box, case, cover), and meets the requirements of aviation safety.
- The transfer of weapons to the passenger at the destination airport is carried out by an employee of the aviation security service upon presentation by the passenger-the owner of the weapon of the third copy of the act, the document certifying his identity, the document for the right to carry and store weapons, and, if necessary, the corresponding permit for its import/export to the territory of the Republic of Kazakhstan.
- The weapons unclaimed by the passenger at the destination airport are handed over by an employee of the aviation security service to the internal affairs bodies.
- Individuals who own weapons and ammunition must have a permit for the right to own and carry each unit of weapons issued by the relevant body of the Ministry of Internal Affairs with a mark of the trade organization on the sale of these weapons or a duplicate permit. A request shall be submitted 24 hours before departure. Employees of state bodies engaged in operational search activities, who are in the performance of official duties related to the escort of the arrested (suspect), transportation of material evidence, criminal cases and other official documents and materials, employees of the state courier service units transporting special mail and special cargo, personnel of the military guard accompanying the escorted persons, employees of the State Security Service of the Republic of Kazakhstan, who are in the performance of official duties related to the escort of protected persons, if there are appropriate marks in the travel certificate. A request shall be submitted 24 hours before departure.

#### Article 7.12. TRANSPORTATION OF SPECIAL BAGGAGE

7.12.1. Binoculars, radios and radio transmitters, photo and film equipment are accepted for transportation only packed in suitcases or boxes. The passenger is not allowed to use them while on board the aircraft. Batteries shall be removed from the radio equipment, except for stationary ones.

7.12.2. The passenger is prohibited from using a transistor radio and other electronic devices during the flight, with the exception of a hearing aid, cardiology equipment, an electronic alarm clock, a calculator, a portable computer, a portable tape recorder (player) and a typewriter.

7.12.3. Passengers are not recommended to include in their checked baggage fragile and perishable items, banknotes, jewelry, precious metals, computers, electronic means of communication, monetary obligations, securities and other valuables, business documents, passports, identity cards, keys and other similar items.

7.12.4. Fragile and breakable items that require special precautions during transportation or special storage conditions (small portable tape recorders, radios, televisions, crystal, porcelain products, diplomatic mail, etc.), items whose dimensions do not exceed the dimensions of cabin baggage, in agreement with the Carrier and if physically possible, may be carried by a passenger in the cabin of the aircraft, subject to mandatory presentation of them for inspection. These items are accepted for carriage as baggage only in packaging that ensures the safety of the enclosed and provided that the Carrier is not responsible for their safety.

#### 7.13. TRANSPORTATION OF ANIMALS AND BIRDS

7.13.1. The request for transportation is made 24 hours before departure. Necessary documents for the transport of the animal: veterinary passport and certificate. The permissible weight of animals (dog or cat) in the cabin of the aircraft is up to 5 kg, the dimensions of the cage should not exceed (29x43x26), as well as the passenger can purchase the service at the departure airport at the time of check-in weight from 5-8 kg, the dimensions should not exceed (50x35x30).

In case of transportation of animals, you must notify the Airline at the time of booking and obtain permission from the Carrier. The total number of animals carried on one flight is determined by the Airline.

If you have any questions about the paperwork, passengers can contact the veterinary department of the airport.

Transportation of animals in the luggage compartment is prohibited.

7.13.2. Dogs, cats, birds and other animals are accepted for carriage only if accompanied by adult passengers and with the prior consent of the Carrier. The passenger must present a certificate issued by an authorized government agency and other documents required by the veterinary authorities of any country to, from or through the territory of which the transport is carried out.

7.13.3. For the transport of animals and birds, the passenger must provide a container (cage) of sufficient size with air access. The bottom of the container (cage) shall be waterproof and covered with an absorbent material. As an exception, it is allowed to transport animals and birds in tightly closed baskets, boxes with an opening for air access. Bird cages should be covered with a dense light-proof fabric.

7.13.4. Animals and birds are accepted for transportation on the condition that the passenger assumes full responsibility for them. The carrier is not responsible for personal injury, loss, delay in delivery, illness or death of such animals and birds, as well as in the event of refusal to import or transport them to/through the country.

7.13.5. The Passenger is obliged to comply with all the requirements of the Carrier and compensate the Carrier for losses and additional costs that may arise during the transportation of the animal/bird.

7.13.6. Experimental animals are not accepted for transportation.

7.13.7. The weight of accompanied animals and birds, including the weight of containers (cages) and food, is not included in the free carry-on baggage allowance and is paid at the fare established by the Carrier's regulations.

7.13.8. Guide dogs are transported free of charge without a cage in excess of the free baggage allowance, provided that such a dog has a collar or muzzle, and it is tied at the feet of the owner.

#### ARTICLE 7.14. TRANSPORTATION OF OVERSIZED BAGGAGE.

7.14.1. Oversized baggage is accepted for carriage by prior agreement with the Carrier. A passenger who wishes to carry oversized baggage must inform the Carrier when booking a seat or when purchasing a ticket.

7.14.2. Payment for the transportation of oversized baggage is made at the Carrier's special fares.

7.14.3. If several carriers participate in the carriage, the booking Carrier or its authorized agent must obtain their consent for the carriage of oversized baggage.

7.14.4. Oversized baggage is accepted for carriage provided that the dimensions of the loading hatches and baggage and cargo compartments of aircraft allow loading and unloading and its placement on board the aircraft.

7.14.5. Oversized baggage shall be provided with a device for securing it during transportation to, from, and on board the aircraft.

7.14.6. The carrier has the right to refuse to accept oversized baggage for carriage if it does not meet the specified requirements.

7.14.7. The free baggage allowance does not apply to oversized baggage, and the transportation of such baggage must be paid for at a special fare.

#### Article 7.15. TRANSPORTATION OF BAGGAGE IN THE CABIN OF THE AIRCRAFT

7.15.1. Baggage that requires special precautions (musical instruments, crystal and porcelain products, etc.) can be transported in the cabin of the aircraft.

7.15.2. Transportation of baggage in the cabin of the aircraft is made by prior agreement with the Carrier. After obtaining consent for the carriage of baggage in the cabin of the aircraft, a separate ticket is issued for this carriage, the cost of which is 100% of the available fare of the annual economy class "Y" (universal fare).

7.15.3. The weight of the baggage carried in the cabin should not exceed 20 kg, and the overall dimensions allow its placement on a separate passenger seat.

7.15.4. On the packaging of baggage carried in the cabin of the aircraft, there shall be a device for attaching it to the passenger seat. Baggage is lifted on board the aircraft and descended from the aircraft by the passenger personally.

7.15.5. Baggage carried in the cabin of the aircraft shall pass an aviation security inspection before being loaded on board the aircraft.

#### 7.16. TRANSPORTATION 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 must not put money, documents, precious stones and metal products, cameras, laptops, video cameras, cell phones, keys, etc. in their checked baggage. The passenger is obliged to carry these items with him, without putting them in the luggage.

#### Article 7.17. ABANDONED, FORGOTTEN, OR MISHANDED LUGGAGE.

7.17.1. If the passenger has not received his / her checked baggage after arriving at the destination, stopover or transfer the carrier or the service agent shall take all necessary measures to search for the baggage.

7.17.2. Left, forgotten or mishandled baggage, the carriage of which was paid for at the corresponding baggage rate, is sent to the destination, stopover or transfer at no additional charge.

#### Article 7.18. DIPLOMATIC BAGGAGE.

7.18.1. Diplomatic baggage (mail), accompanied by a diplomatic courier, may be carried in the passenger cabin of the aircraft. It is issued as unregistered baggage separately from the personal baggage of the Diplomatic Courier and can be placed on passenger seats not occupied by passengers (no more than 10 kg).

7.18.2. The carriage of diplomatic baggage (mail) is paid in accordance with the Airline's fare rules.

7.18.3. The carriage of diplomatic baggage (mail) placed under the care of the carrier (valise) is carried out in accordance with the terms of special agreements concluded between the airline and the customers, and in the absence of such agreements in accordance with the rules and instructions of the Airline.

#### Article 7.19. LUGGAGE PACKING

7.19.1. Items carried as baggage must be packed in suitcases, bags, bundles and other similar containers with carrying handles. Boxes, baskets should be tied and adapted for carrying. The locks shall be serviceable and locked. Covers, bottoms and walls should be without cracks and tightly fitted. Ropes or belts shall be strong and without knots. Suitcases, bags, briefcases, baskets that do not have locks must be specially packed and protected from access to the contents. The packaging of the checked baggage must ensure the safety of the contents with the usual measures of handling them during all operations during transportation.

7.19.2. Baggage containing protruding objects (nails, ends of edged metal bands, wires, etc.) is not accepted for carriage.

7.19.3. The Carrier has the right to refuse to accept baggage as checked in, if the baggage is not placed in a package that ensures its safety under normal handling measures. The passenger is responsible for packing the baggage.

7.19.4. The passenger is advised to have an identifying label with the passenger's name and address on the inside and outside of each piece of baggage.

7.19.5. Passengers shall not include in their checked baggage fragile and perishable items, banknotes, jewelry, precious metals, silverware, monetary obligations, securities or other valuables, business documents, passports, identity cards, medicines, keys and other similar items.

## **ARTICLE 7.20. BAGGAGE CLAIM**

7.20.1. The Passenger is obliged to receive their checked baggage immediately after the Carrier presents it for delivery at the destination.

7.20.2. The carrier issues the checked baggage to the bearer of the tear-off ticket of the baggage tag. The carrier or its authorized agent is not obliged to check whether the bearer of the baggage receipt and the tear-off ticket of the baggage tag is actually entitled to receive the baggage, and is not responsible for any damage or expenses incurred by the passenger caused by the delivery of the baggage without such verification.

7.20.3. If the person claiming to receive baggage cannot present the baggage receipt and the tear-off ticket of the baggage tag, the baggage is issued to such a person after checking the identity documents. Baggage collection is performed at the airport to which the baggage was accepted for carriage. However, at the request of the passenger, the baggage can be issued at the intermediate airport, if the baggage issue is not prohibited by the rules of state authorities and if the time and circumstances allow for the issue and do not cause a delay of the departing aircraft.

7.20.4. The receipt of baggage by a passenger who has a tear-off ticket of the baggage tag without his complaint in writing is a confirmation that the baggage has been delivered safely and in accordance with the contract of carriage.

7.20.5. In all cases of delay in the delivery of baggage, its shortage, damage or loss, as well as in the case of baggage delivery without presenting a baggage receipt or a tear-off ticket of the numbered baggage tag, a report describing the transportation malfunction (PIR) is drawn up, which is certified by the signature of the carrier's representative and the passenger before the latter leaves the airport.

7.20.6. In the event of a shortage or damage to baggage, the airport in which transportation malfunction are detected is obliged to draw up a report (PIR) in the prescribed form.

## **Article 7.21. STORAGE AND SALE OF BAGGAGE**

7.21.1. Undocumented baggage, i.e. baggage that does not have a baggage tag and whose owner is not identified, is stored at the airport where it was removed from the aircraft for 5 days. During this period, the carrier conducts a search for the owner of the baggage. At the end of the specified period, the unclaimed baggage must be sent for further storage to the Carrier's central station.

7.21.2 Unclaimed baggage is kept by the Carrier for six months from the date of its delivery. At the end of the specified period, unclaimed baggage is destroyed.

7.21.3. Perishable products that are not in demand, in case of damage, are subject to destruction. The impossibility of their further storage is made out by an act confirming the fact of damage.

## **Article 7.22. LIMIT OF LIABILITY OF THE CARRIER FOR THE CARRIAGE OF CHECKED BAGGAGE**

7.22.1. The Carrier's liability for the carriage carried out by the airline on the territory of the Republic of Kazakhstan is regulated by the regulatory legal acts in force on 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, damage to baggage, the Airline's liability is limited to \$ 20. at the exchange rate of the National Bank of the Republic of Kazakhstan on the day of payment for 1 (one) kilogram of lost or damaged checked baggage, if the passenger does not declare a higher price in advance and does not pay an additional fee per kg. If the contents of the passenger's baggage fall under the definition of "valuable baggage", in these cases, the Airline recommends insuring the baggage. The airline is not responsible in cases of minor damage to checked baggage, i.e. for broken wheels, lost fastening tapes, torn handles of suitcases, as well as for scratches, scuffs, dents, cuts, dirt caused by wear and tear, due to long-term use of suitcases.

## **CHAPTER 8. REFUND OF THE AMOUNT OF PAYMENT FOR TRANSPORTATION TO THE PASSENGER**

### **ARTICLE 8.1. GENERAL PROVISIONS**

8.1.1. In case of non-performance of transportation due to the fault of the Carrier or in case of refusal of the passenger from transportation, the Carrier shall refund the amount of unused transportation documents in accordance with the rules of application of fares.

8.1.2. The application for the refund of the amounts for the unused ticket, its part, and the paid baggage receipt is accepted by the Airline within the validity period of the document, but not later than 30 calendar days after the expiration of this period.

8.1.3. Refunds are made either to the person indicated on the ticket or to the person who paid for the ticket.

8.1.4. The person who paid for the ticket, but is not the passenger specified in the ticket, requires the Airline or its agent to make a note in the ticket to whom the Airline must return the amounts for unused transportation on this ticket.

8.1.5. Refunds are made only upon presentation to the Airline of the passenger coupon (receipt) and all unused flight coupons of the ticket or a receipt of miscellaneous charges.

8.1.6. The carrier makes a refund only on the document that was issued by itself or its authorized agent.

8.1.7. The issued passenger ticket issued at the normal universal fare is valid for a refund within a year:

- from the date of the beginning of the carriage (if the carriage is started);
- from the date of ticket registration (if the carriage has not started).

The return of the passenger ticket is made at the point of purchase of the passenger ticket.

8.1.8. The refund of the payment amounts in full or in part for the unused section of the carriage is made at the point of purchase of the passenger ticket within one year from the date of issue, if the carriage was not performed on any of the sections, or from the date of departure on the first section of the carriage, unless otherwise provided by the rules for the application of fares.

### **Article 8.2. REFUND OF PAYMENT AMOUNTS**

8.2.1. The refund of the payment amounts is classified as forced, if the passenger refused to travel solely through the fault of the Carrier, due to:

- 1) cancellation, postponement, delay of the flight for which the passenger has reserved a seat;
- 2) incorrect registration of the passenger's transportation documents; cancellation of a scheduled stop at a point that for the passenger is the point of departure, destination or stop on the way;
- 3) replacement of the class of service or type of aircraft;
- 4) the inability to provide the passenger with a seat in accordance with the reservation made earlier;
- 5) failure of the airline to provide flight connections issued on a single form;
- 6) the illness or death of the passenger or a member of his family traveling with him on the aircraft, confirmed by a medical report containing a note on the contraindication of flying on the aircraft.

8.2.2. The amount returned to the passenger in case of forced cancellation of the flight is determined in accordance with the following provisions:

- if the carriage was not carried out on any section, the entire amount paid for the carriage will be refunded;
- if the carriage was partially completed, the amount corresponding to the cost of the remaining outstanding part of the carriage will be refunded.

8.2.3. If the passenger voluntarily refuses to fly, the refund of the amounts is made in accordance with the carrier's acts and in the following order:

- 1) if the carriage was not carried out on any section, the passenger will be refunded the amount paid for the carriage, with the deduction of the related fees, in accordance with the rules for the application of the fare;
- 2) if the carriage was partially performed, the difference between the amount paid for the entire carriage and the amount corresponding to the cost of the completed part of the carriage is refunded, with the

deduction of the fees related to the completed part of the carriage, according to the rules of application of the fare.

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

8.2.5. The amount of the refund amount for a partially used passenger ticket is calculated as the difference between the initially applied fare and the fare of the actual carriage performed. All fees related to the performance of part of the carriage are non-refundable.

8.2.6. The refund of the amounts is made in the currency of the original payment for the carriage or, at the request of the passenger, in the national currency of the Republic of Kazakhstan.

8.2.7. Refunds are made on tickets and receipt of miscellaneous charges originally issued by the airline or its agents in accordance with the Airline's rules.

8.2.8. Refunds for tickets and paid baggage receipts issued by the airline are made in the country of issue of the original ticket and the receipt of miscellaneous charges or at the Airline's representative office in the country where the ticket is returned.

## CHAPTER 9. ADMINISTRATIVE FORMALITIES

### Article 9.1. GENERAL PROVISIONS

9.1.1. The regulation of the relationship between the state authorities and the passenger is solely the responsibility of the passenger and is not the responsibility of the carrier. The carrier is not responsible for the availability, reliability and correctness of the documents presented during transportation, issued by state authorities.

9.1.2. The passenger is obliged to comply with all laws, regulations, rules and regulations of the competent authorities of the country from which, to which or through the territory of which his transportation is carried out, related to the implementation of the requirements of special control, passport, customs, currency, sanitary, quarantine and other formalities specified in the TIM (Travel Information Manual), as well as the rules and instructions of the carrier.

9.1.3. The Passenger is obliged to present at check-in the entry, exit, medical and other documents required in accordance with the laws, regulations, rules and regulations of the competent authorities of the countries affected by the carriage.

9.1.4. The Carrier has the right to refuse transportation to a passenger whose documents are not presented in full or are incorrectly issued. The carrier is not liable to the passenger for losses or expenses related to non-compliance with laws, regulations, and regulations of the competent state authorities.

### Article 9.2. PAYMENT OF FINES AND OTHER EXPENSES

9.2.1. If the Carrier was forced to pay a fine for the passenger, pay a deposit, or incur any other expenses due to non-compliance by the passenger or the organization that issued it with the laws, regulations, rules and regulations of the state authorities of any country, to, from or through the territory of which the carriage is carried out, the passenger, as well as the organization or person who paid for the passenger ticket, are obliged to reimburse the carrier, at his request, all the amounts paid by him.

9.2.2. The Carrier has the right to pay for such expenses any amounts paid by the passenger or the organization that paid for the passenger ticket and are at the disposal of the carrier.

### Article 9.3. CUSTOMS AND SECURITY CONTROL

(a) During customs control, the passenger must comply with the requirements of the state customs authorities, be present at the inspection of their checked baggage and cabin baggage. The carrier is not responsible for the delay of the passenger on the flight (check-in) in connection with the passage of customs control, as well as other control procedures.

## CHAPTER 10. LIABILITY FOR THE CARRIAGE OF PASSENGERS AND BAGGAGE BY AIR

### Article 10.1. GENERAL PROVISIONS.

10.1.1 Liability for the carriage of passengers and baggage is determined by:

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

10.1.2. The carrier is responsible for causing damage to the life or health of the passenger caused during air transportation, if it does not prove that the damage occurred due to force majeure or intent of the victim. Passenger air transportation period covers the period from the moment the passenger boarded the aircraft to the moment when the passenger left the aircraft, regardless of whether the aircraft was flown or not. The carrier's liability for causing harm to the life or health of a passenger caused during air transportation during international flights is determined in accordance with international treaties ratified by the Republic of Kazakhstan.

10.1.3. For the loss, shortage and (or) damage (damage) of checked baggage, the carrier shall compensate for the damage, if it does not prove that the loss, shortage or damage (damage) of baggage occurred not through its fault, in the following amounts for:

- loss or shortage of baggage accepted for carriage with the declared value - in the amount of the declared value;
- damage to baggage - in the amount of the amount by which the cost of baggage has decreased, and if it is impossible to restore the damaged baggage - in the amount of its cost.

The carrier shall indemnify for the loss, shortage and (or) damage (spoilage) of the things with the passenger in the amount of the amount by which the value of the things has decreased, if the passenger proves that the damage was caused through the fault of the carrier. The amount of damage caused shall be proved by the Passenger personally.

If the loss, shortage and (or) damage (spoilage) of baggage or any item included in it affects the cost of checked baggage and baggage tagged baggage carried on the same flight, the total cost of all this baggage must be taken into account when determining the amount of compensation. The carrier, along with compensation for the established damage caused by the loss, shortage or damage (spoilage) of baggage, returns to the sender (recipient) the carriage fee collected for the carriage of lost, missing, damaged or damaged baggage, if this fee is not included in the ticket price.

## Article 10.2. CONDITIONS EXCLUDING THE CARRIER'S LIABILITY

10.2.1. The Carrier's liability should not exceed the amount of actual direct losses incurred.

10.2.2. The carrier is not responsible for changes in the schedule if the passenger is notified 14 calendar days before the expected departure date by sending an SMS notification to the passenger's contact number specified at the time of booking.

The carrier is not responsible and does not compensate for damages, arising directly or indirectly from the Passenger's compliance with the laws, regulations and regulations, and the regulations of the State authorities and these rules, or from the Passenger's non-compliance with them.

10.2.3. The carrier is not responsible for damage caused through no fault of its own

The Carrier or for any reason beyond its control (including: natural disaster, weather conditions, act of unlawful interference, demands of state authorities, etc.).

10.2.4. The carrier is not liable to the passenger for a claim brought against him by a person or on his behalf against a person who intentionally caused damage that resulted in death, injury, bodily injury to the passenger or damage to his baggage during transportation.

10.2.5. The carrier is not liable if the damage to the life or health of the passenger was caused by the state of his health.

10.2.6. The carrier is released from liability if it proves that the loss, shortage or damage to the baggage occurred due to circumstances that it could not prevent or the elimination of which did not depend on it, in particular, due to:

- the fault of the person who handed over or received the baggage;
- natural properties of the transported items;
- packaging defects that could not be noticed during an external inspection of the accepted baggage;
- special properties of items or substances in the baggage that require special conditions or precautions during their transportation and storage.

**10.2.7. The carrier is not responsible:**

- for the lack of weight of the transported baggage in case of arrival and delivery to the passenger in a serviceable package, without traces of theft and damage, if the passenger does not prove that the lack of baggage took place and occurred through the fault of the carrier;
- for delay in the delivery of baggage due to circumstances beyond the control of the carrier, in particular, due to adverse weather conditions, natural disasters, interference in the transportation process by unauthorized persons, etc.;
- for damage to fragile and fragile things, for money, jewelry;
  - for the safety of perishable products carried by passengers as checked baggage;
- for minor external damage to the packaging of baggage associated with its natural wear and tear and transportation under normal conditions, without intentional intent on the part of the Carrier or its authorized employees;
- precious metals, silver products, valuable and business papers, medicines, keys, passports, ID cards and other things that are not accepted as checked baggage, regardless of whether the carrier knows about the presence of these things in the baggage or not.

### **Article 10.3. PASSENGER'S LIABILITY DURING TRANSPORTATION**

10.3.1. If the carrier has suffered damage due to the fault of the passenger, the passenger is liable to the extent of the damage caused and the proven loss of profit.

**10.3.2. The passenger is responsible for non-compliance:**

- rules of transportation (photographing, filming and using radio communication facilities, etc.);
- rules for ensuring fire safety, sanitary-hygienic and sanitary-anti-epidemic measures;
- rules for the transport of dangerous substances or items;
- flight safety rules (attempt to open the door, hatch of the aircraft; refusal to fasten a seat belt, smoking in the wrong place, etc.)

10.3.3. The passenger is responsible for violating public order in air terminals and city agencies, airports, airfields and aircraft, including being responsible for illegal actions against other passengers and the carrier's personnel.

10.3.4. The limits of administrative and criminal liability are established in accordance with the legislation of the Republic of Kazakhstan.

## **CHAPTER 11. CLAIM AND SUIT PROCEDURE**

### **ARTICLE 11.1. GENERAL PROVISIONS**

11.1.1. The circumstances and the fact that may serve as a basis for filing a claim to the victims and, accordingly, the property liability of the carrier, passengers, senders and recipients of baggage, are certified by the act (PIR).

11.1.2. The certificate is drawn up at the destination airport when baggage is collected. In some cases, an act may be drawn up at the initial or intermediate airport to certify the circumstances and facts of the right to compensation for damage caused as a result of transportation, the right to file a claim.

11.1.3. The circumstances and facts of drawing up the act are:

- discrepancy between the name of the baggage, the weight or the number of pieces of baggage specified in the transport documents;
- missing or damaged baggage;
- damage to the luggage packaging;
- detection of undocumented baggage.

The act serves as the basis:

- to search for luggage and its owner;
- to investigate the causes and identify the culprits of loss, shortage, damage to luggage;
- to satisfy or reject passenger claims;
- for the development and implementation of measures to establish the causes of loss, shortage, damage to baggage.

Only the facts certifying the presence of a specific transportation malfunction of the passenger and his baggage are entered in the act.

11.1.4. The report is drawn up immediately upon detection of the baggage transportation malfunction .

The act is drawn up and signed by:

- baggage recipient (interested person);
- an official of the carrier certifying the fact stated in the act.

The carrier's representative filling out the PIR is responsible for the correctness of filling out the required form, completeness and accuracy of the information.

The PIR act for the passenger is a legal document when presenting a claim and claim.

11.1.5. If during the baggage check at the intermediate point or destination, the baggage malfunctions were found, for which a report was already drawn up before, and no difference was found between the condition of the baggage and the data of the report, then a new report is not drawn up, and a note is made on the copy of the previously drawn up report that no changes in the condition of the baggage occurred. The mark on the certificate is certified by the signature of the official of the carrier. The first copy of the certificate is issued to the passenger (recipient) of the baggage.

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

11.1.7. In the absence of a claim sent within the above time limits, a claim against the carrier cannot be filed.

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

## **Article 11.2. FILING A CLAIM AND SUIT**

11.2.1. The passenger or a person authorized by the carrier has the right to file a claim and claim against the carrier upon presentation of the passenger ticket, baggage tag and act (PIR).

11.2.2. Prior to filing a claim against the carrier for disputes related to the carriage, the carrier is presented with a claim.

11.2.3. The Carrier is obliged to review the claim within thirty calendar days from the date of receipt of the claim and notify the passenger in writing of the satisfaction or rejection of the claim, if the carriage is fully performed by the Airline's flights. In other cases, the claim review period may be extended, taking into account the rules for reviewing claims in force with other carriers.

11.2.4. When making a claim, the following should be considered:

-if the passenger has received only a part of the checked baggage or a part of the checked baggage has been damaged, the carrier's liability is determined based on the weight of the lost or damaged part of the baggage. However, when the loss, shortage, damage or delay in the delivery of a part of the checked baggage affects the cost of other pieces of checked and checked baggage carried on the same flight, the total weight of the baggage is taken into account when determining the amount of compensation.

11.2.5. The submitted claim shall be stated in writing and contain all the necessary information for its consideration:

- name of the carrier to which the claim is made;
- the applicant's full name, postal address, personal email address, contact phone number;
- ticket number, route and date of transportation;
- the circumstances that are the basis for the claim, the content of the claim;
- the amount of the payment amount for the claim, its calculation, confirmed by the relevant documents (receipt, invoices, checks, etc.);

- list of documents attached to the application;

The claim shall be signed by the applicant or certified with an electronic digital signature. Copies of the applicant's identity documents must be attached to the claim.

11.2.6. In addition, the claim of the legal entity shall include:

- name of the carrier to which 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;

- ticket number, route and date of transportation;

- the amount of the payment amount for the claim, its calculation, confirmed by the relevant documents (receipt, invoices, checks, etc.);

- list of documents attached to the application;

The claim shall be signed by the head of the applicant's legal entity or an authorized person (representative), or certified with an electronic digital signature.

11.2.7. The claim must be accompanied by all the necessary documents confirming the passenger's right to claim compensation, including a ticket, a receipt for paid baggage, a tear-off ticket of the baggage tag, a certificate of transportation malfunction of baggage, etc. The amount of the claim must be proved by the applicant.

11.2.8. If the claim is filed without the attachment of the listed documents, the carrier additionally requests the required documents, specifying the deadline for their submission, and after the specified period, the claim is considered according to the documents available in the case.

11.2.9. In case of partial satisfaction or rejection of the claim, the carrier is obliged to indicate in its response the grounds on 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 the passenger, sender or recipient of the cargo or baggage is considered by the Carrier.

11.2.11. If the claim is rejected in whole or in part, or the response is not submitted within the prescribed period, the passenger has the right to file a claim in court.

**Chief Executive Officer**

**P. Atanassov**

**Agreed with:**

**Acting Director of the Commercial Department**

**S. Mirzayev**

**Director of the Legal Department**

**B. Nugmanov**

**Director of the Ground Handling Department**

**F. Folomeyev**