



APPROVED BY ORDER

of Acting

General Director of HUMO AIR LLC,

Order № 80 dated 30.11.2023.



**PRINCIPAL TERMS AND CONDITIONS OF THE HUMO AIR AGREEMENT
FOR AIR CARRIAGE OF PASSENGERS AND ADDITIONAL SERVICES**

Tashkent 2023

1. Air carriage of passengers and provision of additional services is carried out by the Carrier on the basis of the Air Carriage Agreement concluded between the passenger and the Carrier in compliance with these Rules.
2. A passenger ticket and baggage receipt are the documents certifying the conclusion of the agreement between the Passenger and the Carrier for the air carriage of the Passenger and his/her baggage and the provision of additional services by HUMO AIR.
3. The air carriage agreement is a public contract; by way of its conclusion, it is related to the accession agreement and requires the passenger to join the air carriage agreement on the terms of the Rules for Air carriage of passengers and provision of additional services of Humo Air, established by the Carrier and published on the official website of Humo Air (hereinafter referred to as the Rules).
4. Under this agreement, the Carrier undertakes to carry the Passenger to the destination point, providing him/her with a seat on the aircraft on the flight specified in the ticket, and if the Passenger checks in the baggage, it undertakes to deliver the baggage to the destination and hand it over to the Passenger or the person authorized by him/her to claim the baggage. The passenger undertakes to pay the established fare, and when checking in baggage to pay for the carriage of baggage.
5. When concluding an air carriage agreement or providing additional services, the rules, fares and other fees that are in effect on the date of registration of carriage documents shall be applied.
6. The air carriage agreement is considered concluded from the moment of proper and timely payment of the cost of air carriage and additional services, which certifies the passenger's acceptance and agreement with the rules and conditions of carriage, including the rules for applying the fare and the rules for the provision of one or another additional service.
7. These terms and conditions shall apply to the provision of domestic and international air carriage services for passengers and baggage performed by HUMO AIR LLC under the Humo Air trademark. The Rules establish the rights, duties and responsibilities of the Carrier and Passengers using the Carrier's services. Legal address of the airline: Tashkent, Yangihayot district, Chortok street, Sergeli Airport.

The name of the Carrier may be indicated in an abbreviated form on the passenger ticket. The full name and its abbreviation are contained in the fare rate books, terms and conditions of air carriage, rules and schedule of the relevant Carrier. The Carrier's address should be the departure airport indicated on the ticket opposite the first abbreviated name of the carrier.

8. This agreement is governed by:
 - legal regulations of the Republic of Uzbekistan;
 - Convention for the Unification of Certain Rules Relating to International Carriage by Air (Warsaw Convention, 1929);
 - Convention Supplementary to the Warsaw Convention of 1929 for the Unification of Certain Rules Relating to international Carriage by Air Performed by a Person other than the Contracting Carrier;
 - Hague Protocol amending the Convention for the Unification of Certain Rules Relating to International Carriage by Air, 1955);
 - Montreal Protocols N1, No. 2, No. 4 of 1975 amending the Convention for the Unification of Certain Rules Relating to International Carriage by Air, signed at Warsaw on October 12, 1929, as amended by the Protocol Done at The Hague on September 28, 1955;
9. The terms and conditions of this air carriage agreement shall apply to both scheduled air carriage and air carriage performed under charter agreements, unless otherwise is provided by the terms and conditions of the charter agreement.

10. Air carriage performed under the terms and conditions of this agreement and services provided by the carrier are subject to the rules of fare rates applied to pay for air carriage and provided services, as well as the air carriage rules established by the Carrier and constituting a part of this agreement.
11. Reserving a passenger seat and carrying capacity on the Carrier's aircraft is a necessary condition for carrying a passenger by air. When reserving seats and issuing an air ticket, the passenger should provide contact information (last name, first name in Latin, type and number of the identity document used for air carriage; point and date of departure, destination, type of fare and fare package; contact details (email address and (or) telephone number), with the consent of the passenger, through which the Carrier or its authorized agent selling tickets can contact this passenger); information about citizenship (nationality).
12. Registration of an electronic multipurpose document (hereinafter referred to as the "EMD") for the provision of additional services for reward is not a mandatory condition when booking air carriage (except for passengers with special requests).
13. To execute an EDM for the provision of additional services and compliance with flight safety requirements, the passenger shall provide his/her last name and first name; ticket number; departure date, direction and flight number.
14. The Carrier reserves the air carriage and services requested by the Passenger and issues air tickets, subject to the mandatory provision of personal data by the Passenger. The carrier undertakes not to disclose such data and comply with all legal requirements established for their processing and storage. The passenger agrees with the transfer of his/her personal data to the automated passenger booking and check-in system, other automated systems so that the Carrier could perform the required booking operations and issue tickets and other payment documents, as well as perform all operations related to subsequent ticket service and changes in the terms of the air carriage agreement. The Carrier will disclose passenger personal data only to government authorities at their request in accordance with the current laws of the countries of departure, destination and transit, including in cases where such disclosure constitutes a cross-border transfer of personal data. However, government agencies that, at their request, are provided with personal data of a passenger to carry out their official mission should not be considered as recipients if they receive personal data that is necessary to conduct a specific investigation in the public interest.
15. The processing of passenger personal data in the context of these conditions means any action or set of actions performed by the Carrier as part of the fulfillment of its obligations under the air carriage agreement, as well as for the purpose of preparing personalized offers for the passenger regarding the Carrier's services, including collection, recording, systematization, accumulation, storage, updating, modification, retrieval, use, transfer, depersonalization, blocking, deletion, destruction of personal data.
16. When booking seats, the Passenger should notify the Carrier of all additional services required in cases where a seat is requested for the carriage of passengers of special categories (limited mobility passenger; reduced function (lack) of vision, hearing preventing independent movement of a passenger; accompanying a guide dog; the presence of an infectious/viral or other disease; pregnancy for more than 22 weeks; air carriage of an unattended passenger; air carriage of animals (birds); air carriage of sports equipment; presence of baggage in excess of the established allowance or large, heavy baggage; presence of baggage that should be transported only in the aircraft cabin), so that such information is taken into account both when booking and selling an air ticket, and during service upon acceptance for air carriage and on board the aircraft. Reservations of seats for passengers of special categories should be requested no later than 5 calendar days before the start of the flight or within the time limits published on the Carrier's Official Website. The Carrier, after receiving the specified information, informs the passenger within 24 hours about the refusal of air carriage if it is not possible to ensure the air carriage, based on the technical capabilities of the aircraft

17. A passenger ticket issued in electronic or paper form shall be the evidence of the conclusion of an agreement between the passenger and the carrier. The agreed stopover points on the route are those indicated on the ticket issued to the passenger upon his/her request. The ticket is valid for travel on the flight indicated on it on the date indicated on it, and only to the person in whose name it is issued. All carriage fares and EMD are special fares; therefore, Tickets and EMD are valid for the carriage of passengers within the time limits established by the terms of application of the fare rate and the provision of relevant services, approved by the carrier.
18. When concluding an air carriage agreement, the passenger should familiarize himself with the fare rules applied to pay for the air ticket and be informed about the additional fees of the Carrier, state taxes, duties and airport charges levied on the sale of the air ticket.
19. The Passenger who has entered into an air carriage agreement should comply with all requirements of the government authorities of the countries of departure, destination and transit regarding such carriage, have entry, exit and other appropriate documents (passport, other legal identification, visas, medical certificates, etc.) and should arrive to the airport at a time designated by the carrier and sufficient to complete all pre-flight government formalities.
20. Where a passenger cannot use the seat reserved for him/her on any part of the route, he/she should inform the Carrier about this by contacting its authorized agent. If the passenger has not done this, then after departure of the flight on which he/she did not use the seat reserved for him/her, all subsequent sections of the route are canceled automatically by the reservation system without notifying the passenger.
21. The Carrier is not responsible for providing connections with flights of other Carriers.
22. The Carrier may make changes to the current schedule based on considerations of commercial expediency, and also has the right to cancel or delay the flight indicated on the ticket, change the type of aircraft, change the route, including changing or canceling landing at the points indicated on the ticket, if this is required by flight safety conditions, aviation security and/or requirements of government authorities of the countries of departure, destination and transit. In this case, the Carrier undertakes to take all measures within its power to carry the passenger and baggage within a reasonable and acceptable time for the passenger, by offering the passenger a flight on another aircraft or carriage by another mode of transport. The flight time indicated in the Carrier's schedule, air ticket and other documents is not guaranteed and is not a mandatory part of this agreement.
23. When changing the aircraft schedule, the Carrier undertakes to inform the passengers with whom an air carriage agreement has been concluded about this and who are affected by such a schedule change, but is not responsible for failure to notify the passenger about the schedule change, departure/arrival airport, flight cancellation or any other change in the case when the passenger, when booking an air carriage service, did not provide his/her contact information (phone number, email address, etc.) or the carrier was unable to contact the passenger as a result of the provision of incorrect or unavailable contact information by the passenger during his/her trip.
24. When accepting a passenger for air carriage, the passenger should:
 - arrive for check-in at the time specified by the carrier;
 - provide all required and valid documents (passport or other identification document, visas, if necessary, results of a medical examination, etc.);
 - present to the check-in counter all pieces of baggage planned for air carriage and hand baggage that is taken on board the aircraft under the responsibility of the passenger;
 - carry documents, money, jewelry and valuables with him/herself, without checking them in as baggage;

- pay for the baggage carried in excess of the standards established by the Carrier, as well as special paid baggage in accordance with the established fare rate of the Carrier;
- undergo pre-flight security screening;
- arrive at the boarding gate at the time designated by the carrier to board the aircraft;
- comply with the rules for the carriage of passengers and baggage established by the carrier, follow the requirements of cabin and flight crew members during flight;
- accept hand baggage for transportation as checked baggage if it exceeds the quantitative, weight and/or dimensional allowance for hand baggage established by the Carrier

25. The Carrier has the right to terminate the air carriage agreement if an aircraft passenger refuses to pay for the carriage of his/her baggage, for the carriage of which, according to the Carrier's rules, payment shall be charged.

The Carrier also has the right to refuse carriage of baggage if the baggage:

- has improper packaging;
- includes contents that may cause harm to the aircraft, cargo, other baggage, crew members, or passengers;
- has dimensions and/or weight that do not allow it to be placed in the baggage and cargo compartments of the aircraft;
- is subject to restrictions, prohibitions and safety standards established by the countries of departure, transit and destination.

The Carrier also has the right to refuse to allow the Passenger to take his/her excess baggage if there is no free space in the baggage and cargo compartments of the aircraft operating the flight.

26. After delivery to the destination/stopover point, checked baggage belonging to the passenger shall be issued only to the bearer of the baggage tag. If it is not possible to present a claim ticket, the baggage can be issued to the passenger only if he/she presents evidence that this baggage was actually checked in by him/her for the flight.

27. The passenger has the right to terminate the air carriage agreement at any time during the validity period of the agreement before the departure of the aircraft on which the seat was reserved for the passenger at one of the points on the route and receive a refund in accordance with the rules of air carriage and the fares applied to pay for the air carriage. In case of voluntary cancellation of the flight, a penalty fee (fine) may be collected from the passenger, the amount of which depends on the conditions of the fare applied to the air carriage.

28. The Carrier has the right to terminate the air carriage agreement at any point along the route in the following cases:

- violation by the passenger of customs, border, sanitary and quarantine and other requirements relating to air carriage, documents required for entry into the country of destination/transit, established by the laws of the country of departure, destination and transit;
- discrepancy between the data of the passenger's identification document presented at check-in, the data specified when booking seats and issuing a ticket, and the document;
- when the passenger's health condition, confirmed by medical documents, requires special conditions for air carriage, threatens the safety of the passenger him/herself, other persons,

and does not allow the Carrier to provide services to other passengers in accordance with the carrier's rules;

- if the passenger is in a state of alcohol or drug intoxication as evidenced by the documents and his/her mental and/or physical condition is such that it requires special assistance from the carrier, creates chaos, causes significant inconvenience to other passengers, poses a danger or risk to the passenger him/herself, other persons and/or their property, the property of the airline;
- refusal by a passenger to undergo pre-flight inspection and comply with aviation security requirements;
- violation by a passenger of the rules of behavior on board an aircraft, creating a threat to flight safety or a threat to the life or health of persons and property on board the aircraft;
- failure to appear or late appearance of a passenger for check-in or for accommodation on board an aircraft operating the flight at the appointed time specified by the Carrier;
- refusal by a passenger to comply with the requirements established by the carrier's rules.

29. The passenger should comply with all requirements of the government authorities of the destination countries regarding air carriage, and also have entry, exit and other appropriate documents. In case of refusal of entry into the country of destination, the passenger him/herself is responsible for any expenses incurred to the carrier and the carrier has the right to recover from the passenger all expenses incurred as a result of such refusal.

30. Limits of airline liability in case of violation of the air carriage agreement.

The following limits of liability established by the Warsaw Convention, the additional Hague Convention of 1956 and the Montreal Protocol of 1975 and the Air Code of the Republic of Uzbekistan apply to air carriage on flights of HUMO AIR LLC (under the Humo Air trademark):

- 16,600 units of Special Drawing Rights (SDR) in respect of death or personal injury of a passenger.
- 17 units of Special Drawing Rights per kilogram of lost, damaged or delayed checked baggage and 332 units of Special Drawing Rights for unchecked baggage (hand baggage) and only in cases where the passenger would be unable to control his/her hand baggage during the execution of the air carriage agreement.

All limitations of the Carrier's liability established by law shall apply to its agents, employees or representatives, as well as to any person whose aircraft is used by the Carrier to perform air carriage services, as well as its agents, employees or representatives.

Any agreements between the carrier and passengers, senders or recipients to reduce liability are void. The carrier has the right to enter into an agreement to increase the limits of liability compared to the limits established by current laws.

31. The Carrier is responsible for the safety of checked baggage after accepting the baggage for air carriage and handing it over to the passenger at the point at which such baggage is checked.

32. Regardless of the stated limits of liability, a passenger may increase the Carrier's limit of liability for loss, damage or delay of baggage by declaring the value of his/her baggage at the time of check-in and paying an additional fee; the Carrier, when performing air carriage services under the general terms of the air carriage contract, may limit its liability for items that require special handling, processing and/or security (particularly fragile, valuable or perishable items carried as checked baggage). Passengers should carry money, valuables and documents with them and not check them in as baggage.

33. If a flight is delayed or canceled due to the actions of the Carrier, or a passenger is denied accommodation on board a flight on which the passenger had a reserved seat, the Carrier undertakes, at its discretion, to provide the passenger with alternative air carriage, or to

provide additional services in the form of hotel accommodation, transfer to the hotel and meals.

34. In case of flight delay, the Carrier shall provide the following compensation:

Delay Time	Compensation
More than 2 hours but less than 4 hours	Drinks and snacks
More than 4 hours but less than 8 hours	Meal
More than 8 hours	Hotel accommodation

35. Time limits for filing claims and actions against the airline in case of violation of the air carriage agreement.

Written claims in international air carriage may be filed against the Carrier:

- in case of damage to or incomplete baggage received - immediately, but no later than 7 days from the date of receipt of baggage if damage or incompleteness is detected;
- in case of delay in delivery – no later than 21 days from the day the baggage was transferred to the recipient's disposal;
- in case of loss of baggage – within two years from the date of arrival of the aircraft to its destination or from the date of completion of air carriage.

For domestic air carriage, written claims against the Carrier may be filed within six months. This period is calculated:

- for claims for compensation for incomplete or damage to baggage, as well as for delays in delivery of baggage - from the date of issue;
- for claims for compensation for loss of baggage – from the day the baggage should have arrived at its destination;
- in all other cases – from the date of the occurrence of the event that served as the basis for filing a claim.

In case of loss of baggage, claims against the carrier should be made within two years from the date of arrival of the aircraft at its destination or from the date of completion of air carriage. If no written claim is filed within the said period, no legal action can be taken against the Carrier.

The carrier is obliged to consider the claim and notify the claimant of its satisfaction or rejection within three months, and in relation to a claim for air carriage in direct mixed traffic or in which several carriers are involved - within six months and a claim for payment of a fine - within 45 days.

The carrier has the right to refuse to satisfy the claim of a passenger or his/her legal representative in cases where:

- the passenger did not provide the necessary evidence of harm caused;
- the deadline for filing a claim has expired;
- the damage is not a consequence of the execution of the air carriage agreement;
- the damage occurred due to inappropriate packaging of baggage by the passenger;
- the cause of damage to baggage was objects or substances that were in the passenger's baggage;
- damage caused during the air carriage of baggage were a result of the need to comply with laws, regulations, orders, requirements of government bodies and/or due to their non-compliance by the passenger;
- the damage resulted from passenger's inclusion into the baggage of items or substances prohibited for air carriage by the Carrier's rules or the passenger's violation of the Carrier's rules, which resulted from the occurrence of damage.

If baggage is received without objection, it is assumed, unless otherwise proven, that it was delivered in proper condition and in accordance with the traffic document.

Actions against the carrier arising from air carriage shall be filed at the choice of the plaintiff - at the location of the carrier or at the place where the carrier has an agency through which the air carriage agreement was made, in the appropriate court of the destination. If no written claim is filed within the said period, no legal action can be taken against the Carrier.

Actions against the carrier arising from air carriage shall be filed no later than two years from the date of arrival of the aircraft at its destination or from the day when the aircraft should arrive, or from the date of completion of air carriage at the choice of the plaintiff: at the location of the carrier, at the place where it has an agency through which the contract of carriage is concluded in the appropriate court of destination.