

**GENERAL TERMS AND CONDITIONS
OF THE PUBLIC OFFER CONTRACT FOR THE PROVISION OF SERVICES FOR
AIR CARRIAGE OF PASSENGERS AND BAGGAGE
AERO NOMAD AIRLINES LLC**

1. This document is a public offer (contract) in accordance with Part 2 of Article 398 of the Civil Code of the Kyrgyz Republic, and in the event of a passenger's acquisition (purchase) of air carriage of passengers and baggage, this document constitutes a full and unconditional acceptance of the terms and conditions of air carriage of passengers and baggage by Aero Nomad Airlines LLC in accordance with Article 399 of the Civil Code of the Kyrgyz Republic.

2. Air carriage (international or domestic) performed under this contract is subject to the rules and limitations of liability established by:

- The Convention for the Unification of Certain Rules Relating to International Carriage by Air (Warsaw Convention, 1929);
- The Hague Protocol (Protocol Amending the Convention for the Unification of Certain Rules Relating to International Carriage by Air, 1955);
- The Convention Supplementary to the Warsaw Convention of 1929 for the Unification of Certain Rules Relating to International Carriage by Air Performed by Person Other Than the Contracting Carrier (Guadalajara, 1961);
- Other international conventions ratified by the Kyrgyz Republic in the prescribed manner;
- The laws of the Kyrgyz Republic.

Any exclusion or limitation of the Carrier's liability shall apply to the Carrier's agents, employees, or representatives, as well as to any person whose aircraft is used for air carriage by the Carrier, and to the agents, employees, or representatives of such person.

3. To the extent that this does not conflict with the provisions of clause 2, air carriage performed under this contract, and the services provided by the Carrier are subject to the tariff rules applicable to the payment for air carriage and services, as well as the conditions of carriage and related rules established by the Carrier and forming part of this contract.

4. The terms and conditions of this air carriage contract shall apply to both scheduled and charter flights, unless otherwise stipulated in the charter contract.

5. In the event of performing air carriage on code-share flights, the terms and conditions of the airline operating the flight shall apply.

6. If air carriage is performed by more than one Carrier, each of them shall be entitled to apply its own rules and conditions of the contract of carriage, rules for the application of tariffs, as well as requirements regarding both checked baggage and carry-on baggage. A Carrier issuing a ticket for carriage on another Carrier's flights acts solely as an agent of the latter.

7. Air carriage performed by multiple Carriers under a single ticket shall be considered a single carriage.

8. When reserving seats and issuing a ticket, the passenger must provide:

- Primary and alternative contact information (the passenger's current personal phone number, which will be used to maintain contact, including during the passenger's trip, as well as an email address that is always accessible to the passenger; Additionally, the passenger must provide an alternative contact phone number of a close relative or authorized representative to maintain

communication in the event the passenger cannot be reached via his/her primary contact number) so that the Carrier can notify the passenger of planned and unplanned changes to the schedule. If the passenger refuses to provide the contact details required for his/her informing of schedule changes, the Carrier shall not be liable for failure to provide such notification. In such cases, the Carrier's obligation to pay monetary compensation in the event of a delay in boarding or arrival at the point of destination may not arise if such a delay is due to the inability to notify the passenger in a timely manner.

- information about the required services needed by passengers in special categories (passengers with small children, unaccompanied minors, passengers with disabilities, sick passengers, passengers with reduced mobility, etc.) so that such information is displayed in the reservation and check-in systems and the passenger can be provided with the necessary assistance.

9. The Carrier carries out carriage reservations and sells airline tickets subject to the passenger's mandatory provision of personal data and undertakes not to disclose such data and to comply with all requirements of the legislation of the Kyrgyz Republic established for its processing and storage. The passenger agrees to the transfer of his/her personal data to the automated passenger reservation and check-in system, other automated systems, and to the Carrier's processing of the passenger's personal data, including operations such as seat reservations and additional services, ticket issuance and preparing other billing documents, amending the terms and conditions of the air carriage contract, and refusing carriage, as well as, if necessary, the transfer of the passenger's personal data only to authorized state bodies and at their request in accordance with the requirements of applicable law, including cases where such transfer constitutes a cross-border transfer of personal data. In the context of these terms and conditions, the processing of a passenger's personal data means any action or set of actions performed by the carrier in the course of fulfilling its obligations under the contract of carriage, as well as for the purpose of preparing personalized offers for the passenger regarding the Carrier's services, including the collecting, recording, organizing, accumulating, storing, updating, modifying, retrieving, using, transferring, anonymizing, blocking, deleting, and destroying personal data.

Government authorities to which the passenger's personal data is provided in accordance with a legal obligation for the performance of their official duties shall not be considered recipients if they receive personal data required for conducting a specific investigation in the public interest.

10. An airline ticket, issued in either electronic or paper form, constitutes evidence of the conclusion of an air carriage contract between the passenger and the carrier. By purchasing a ticket, the passenger confirms his/her agreement to the terms and conditions of this contract.

11. The ticket is valid for the flight and date specified therein, and only for the person in whose name it is issued.

12. The ticket is valid for one year from the date of issuance, unless otherwise specified by the tariff rules applied to the payment for carriage or other rules of the Carrier.

13. The Carrier's name may be abbreviated on the ticket. The full name and its abbreviation are listed in the tariff books, conditions of carriage, rules, and schedule of the relevant Carrier.

14. Agreed stopping points are those specified on the ticket issued to the passenger or indicated in the Carrier's schedule as stopping points along the route.

15. The Carrier undertakes to take all measures within its power to carry the passenger and baggage within a reasonable and acceptable timeframe for the passenger. The Carrier may offer the passenger a flight on another aircraft, a flight operated by another Carrier, and/or any other mode of transportation. The times indicated in the schedule and other documents are not guaranteed and

do not form part of this contract. The Carrier may cancel or delay the flight specified on the ticket, change the type of aircraft, alter the route of carriage, including changing or canceling stops at the points specified on the ticket, if required by flight safety and/or aviation security conditions, as well as at the request of government authorities.

16. In the event of a change in the flight schedule, the Carrier undertakes to take all measures within its power to inform passengers with whom an air carriage contract has been concluded of such changes by any means available to it. The carrier shall not be liable for failure to notify a passenger of a change in the flight schedule, a change in the departure/arrival airport, a flight cancellation, or changes to any other schedule parameters if, when booking the transportation service, the passenger did not provide their contact information (primary and alternative phone numbers, email address, etc.) or if the carrier was unable to contact the passenger via the provided contact information after attempting to reach them at least twice using each method, including as a result of the passenger providing incorrect or inaccessible contact information during his/her trip.

17. The carrier shall not be liable for the passenger's failure to board a connecting flight.

18. The passenger must comply with and be responsible for all requirements of the government authorities of the countries of departure, destination, and transit regarding carriage, possess entry, exit, and other appropriate documents (passport, other valid identification document, visas, medical certificates, etc.) and must arrive at the airport by the time designated by the carrier and sufficient to complete all pre-flight government formalities.

19. The passenger is required to present all his/her baggage, carry-on items, and personal belongings at check-in.

If the free checked baggage allowance established for the tariff paid by the passenger is exceeded, and/or if baggage belonging to special categories and subject to additional charges is being transported, the passenger is required to pay for the carriage of such baggage in accordance with the tariffs (fees) established and published by the Carrier. If the weight or dimensions of carry-on baggage transported in the passenger cabin exceed the established limits, or if such carry-on baggage does not meet other requirements of the Carrier, the passenger is required to check it as checked baggage in accordance with the procedures and conditions set forth in the rules of Aero Nomad Airlines LLC.

If a passenger refuses to pay for the carriage of his/her baggage that exceeds the free baggage allowance limits established by the Carrier for checked baggage and carry-on baggage in terms of weight and dimensions, the Carrier has the right to terminate the air carriage contract with such a passenger.

20. The passenger is liable to other passengers, third parties, and to Aero Nomad Airlines LLC in the event of harm to their property, life, or health caused by the passenger's actions related to the improper packing of baggage and carry-on items transported in the aircraft cabin, as well as for the carriage in baggage and carry-on items of objects and substances prohibited or restricted for air carriage.

21. Checked baggage shall be delivered only to the bearer of the baggage tag. If the detachable coupon of the numbered baggage tag cannot be presented, the baggage may be delivered to the passenger only upon presentation of proof of entitlement to such baggage.

22. Termination of the contract of passenger and baggage carriage at the Carrier's initiative may occur at any point along the route of carriage in the following cases:

- when the passenger does not have all the necessary, valid, properly executed documents with appropriate validity periods (passport, other travel documents, visas, etc.) required by the laws and regulations of the countries from, through, and to whose territory the carriage is performed;
- the passenger violates customs, border, sanitary-quarantine, or other requirements pertaining to air carriage and established by the laws of the country of departure, destination, and transit;
- if the passenger’s health status requires special conditions for air carriage or poses a threat to the safety of the passenger or others, as confirmed by relevant medical documents, and may also lead to a disturbance on the aircraft board or the inability to provide services to other passengers in accordance with the terms and conditions of the air carriage contract;
- the passenger is under the influence of alcohol or drugs, or is in a mental and/or physical condition requiring special assistance from the Carrier, or if such a condition may lead to a disturbance on board, cause significant inconvenience to other passengers, and also poses a danger or risk to the passenger himself/herself, other persons, and/or their property;
- the passenger’s failure to arrive by the deadline for check-in and/or boarding the aircraft;
- the passenger’s refusal to undergo pre-flight screening in compliance with aviation security requirements;
- the passenger’s actions pose a threat to the safety of the aircraft’s flight or a threat to the life or health of others, as well as the passenger’s failure to comply with the aircraft commander’s instructions;
- the passenger’s refusal to comply with the requirements established by aviation regulations and other regulatory legal acts of the Kyrgyz Republic, as well as in the event of the passenger’s violation of said requirements regarding air carriage; in the event of termination of the air carriage contract at the carrier’s initiative, a penalty fee (forfeit) may be imposed, the amount of which depends on the terms of the tariff applied for payment of the carriage.

23. A passenger has the right to terminate the air carriage contract at any time during the validity period of the contract—prior to the departure of the aircraft on which a seat was reserved for the passenger—and to receive the full amount paid for the air carriage or a portion thereof in accordance with the procedures set forth in the carrier’s tariff application rules. In the event of a voluntary flight cancellation, a penalty fee (forfeit) may be charged to the passenger, the amount of which depends on the terms of the tariff applied for payment of the carriage.

24. If a passenger is unable to use the seat reserved for him/her on the route of carriage, he/she must notify the Carrier by contacting the authorized agent/subagent at the point of ticket purchase. If the passenger fails to do so, after the departure of the flight on which he/she did not use his/her reserved seat, all subsequent segments of the itinerary will be automatically canceled by the reservation system without notifying the passenger.

25. Refunds are issued at the point of ticket purchase within one year from the date the ticket was issued, if no portion of the route was traveled, or within one year from the date of departure on the first leg of the journey, unless otherwise stipulated by the tariff application rules and other regulations of the Carrier.

26. Refunds are issued to the person who paid for the carriage, unless such person has provided other written instructions. If carriage is purchased for a passenger by a third party, including a legal entity or a sponsor, a refund for voluntary or involuntary cancellation of carriage shall be made to such third party, unless otherwise stipulated by a written agreement between the parties, a written instruction from the payer, or the terms and conditions of the contract of carriage.

27. If a passenger is denied entry into the country of destination, the passenger shall be liable for all expenses incurred by the Carrier in connection with such circumstances. The Carrier shall have the right to recover such expenses from the passenger in accordance with the procedures stipulated

by the applicable laws of the Kyrgyz Republic and the terms and conditions of the air carriage contract.

28. Smoking on board the Carrier's aircraft is prohibited, unless otherwise stipulated by the Carrier's rules.

29. No agent, employee, or representative of the Carrier shall have the right to amend or cancel the provisions of this contract. The Carrier reserves the right to unilaterally amend this contract at any time.

IMPORTANT NOTICES TO PASSENGERS!

1. Notice Regarding Government Taxes and Fees.

The ticket price includes taxes, duties, and fees imposed by government administrative authorities and airports on Carriers. These taxes and fees, which may constitute a significant portion of the ticket price, are listed separately in a designated field on the ticket (the TAX column).

2. Notice to Passengers Regarding the Carrier's Limitation of Liability.

- The Carrier shall be liable to passengers in the manner stipulated by the Air Code of the Kyrgyz Republic, other regulatory legal acts of the Kyrgyz Republic that have entered into force in the manner prescribed by law, international treaties to which the Kyrgyz Republic is a party, and the air carriage contract.
- The Carrier shall bear liability as established by the legislation of the Kyrgyz Republic for causing harm to the life or health of a passenger during air carriage, unless it proves that the harm resulted from force majeure or the intent of the victim;
- Air carriage of a passenger covers the period from the moment the passenger boards the aircraft at the departure airport until the moment the passenger disembarks from the aircraft at the destination airport;
- The Carrier's liability for causing harm to the life or health of a passenger during international air carriage shall be determined in accordance with international treaties to which the Kyrgyz Republic is a party and which have entered into force in the manner prescribed by law;
- The Carrier shall be liable for the loss, shortage, and/or damage (spoilage) of baggage from the moment it is accepted for air carriage until it is delivered to the passenger or recipient, unless the Carrier proves that the loss, shortage, and/or damage (spoilage) of the baggage occurred through no fault of its own, and that it took all necessary measures to prevent the damage or that such measures could not have been taken;
- The Carrier shall not be liable for the safety of items carried by the passenger, unless the passenger proves that the loss, shortage, and/or damage to these items occurred through the Carrier's fault;
- The Carrier shall be liable for the loss, shortage, or damage (spoilage) of baggage in the following amounts:
 - for the loss, shortage, and/or damage (spoilage) of baggage accepted for air carriage with a declared value — in the amount of the declared value;
 - for the loss, shortage, and/or damage to baggage accepted for air carriage without a declared value — in the amount of its actual value, but not exceeding the limit established by the legislation of the Kyrgyz Republic or by international treaties that have entered into force in the manner prescribed by law, to which the Kyrgyz Republic is a party;
- The actual value of baggage shall be determined based on the price indicated on a cash register receipt, sales receipt, or other document confirming payment for the goods, or based on the price stipulated in the contract; if such a price is not available, it shall be determined based on the average market price for similar goods existing at the location where such goods were purchased;
- For the loss, shortage, and/or damage (spoilage) of baggage during international air carriage, the carrier shall be liable in accordance with international treaties to which the Kyrgyz Republic is a party and which have entered into force in the manner prescribed by law;
- The Carrier shall be liable for the delay in the delivery of a passenger or baggage unless it proves that the delay occurred due to force majeure and that it took all necessary measures to prevent the delay or that such measures could not have been taken;
- The extent of the Carrier's liability for delays in the delivery of passengers or baggage shall be established by the Air Code of the Kyrgyz Republic, the Aviation Regulations of the Kyrgyz Republic, or international treaties to which the Kyrgyz Republic is a party and which have entered into force in the manner prescribed by law.

- Any agreements between the carrier and passengers to reduce the limits of the carrier's liability as stipulated by the Air Code of the Kyrgyz Republic, the legislation of the Kyrgyz Republic, or international treaties to which the Kyrgyz Republic is a party and which have entered into force in the manner prescribed by law, shall be null and void.

3. Notice Regarding Tariff Rules.

When purchasing a ticket or making changes to the terms of carriage (flight, class of service, departure date, etc.), the passenger should obtain from the ticket agent or on the airline's official website full information regarding the terms of the tariff applied to the ticket purchase, as the rules governing special tariffs envisage various restrictions on the performance of the air carriage contract, such as:

- a prohibition or restrictions on changing the departure date;
- charging fees for changing the departure date;
- permission to change the departure date with an additional payment to upgrade to a higher tariff class;
- charging penalty fees when refunding amounts paid for carriage, or refunding only amounts paid by the passenger not in favor of the carrier (e.g., airport fees) in the event of a voluntary ticket return by the passenger;
- limiting the free checked baggage allowance;
- the number of permitted stopovers on the route and the requirement for additional payment for such stopovers;
- specifying the minimum and maximum length of stay at the point of destination;
- limiting the number of seats for which the airline may sell tickets at a specific special tariff;
- providing certain additional services related to the performance of the passenger carriage contract only upon payment of an additional fee;
- other restrictions that allow the Carrier to reduce the costs of providing the carriage service and enable the establishment of special tariffs at a lower level.

4. Checked Baggage.

Baggage shall be checked for the entire carriage to the destination or stopover specified in the itinerary of the ticket presented for check-in. The quantity, weight, and size limits for baggage carriage vary depending on the class of service, the route of carriage, and the terms of the tariff applied for payment of air carriage.

The Carrier shall accept checked baggage for carriage within the established free baggage allowance limits. Baggage exceeding the established free baggage allowance limits shall be accepted for carriage subject to payment of the additional charges established for such baggage and subject to the availability of space in the aircraft's baggage and cargo compartments.

5. Cabin Baggage (Carry-on Baggage and Personal Items).

In addition to the established free baggage allowance for checked baggage, each passenger occupying a separate seat in the aircraft cabin may carry, free of charge, carry-on baggage consisting of:

- personal items, which must be placed in the overhead compartments above the seats during the flight. The maximum permissible dimensions of baggage compartments containing personal items/documents (compact bag/backpack/briefcase/fanny pack, etc.) are no more than 92 cm in the sum of three dimensions and a weight of no more than 2 kg.
- one additional piece of cabin baggage (carry-on) permitted by the airline for carriage in the cabin. The maximum permissible dimensions of the sides of a piece of baggage permitted for carriage in the cabin on the overhead bins must not exceed 55 cm, 40 cm, and 20 cm, and the maximum sum of these three dimensions must not exceed 115 cm. These dimensions include wheels, handles, and side pockets of the baggage items.

The weight of such carry-on baggage permitted for carriage in the aircraft cabin must not exceed:

- for Economy Class passengers – 5 to 10 kg (depending on the destination, in accordance with the carrier's rules);

A passenger may request that their carry-on baggage be transported in the aircraft's cargo hold. If such carry-on baggage complies with the established carry-on baggage regulations, it may be accepted for transport as checked baggage without the passenger being charged any additional fees.

Carry-on baggage shall be tagged with an "In the Cabin" or "Carry-on" label, and the weight of the carry-on baggage shall be noted on the baggage receipt or other transport document.

Carry-on baggage exceeding the weight and/or size limits established by the Carrier shall be accepted for carriage as checked baggage. Additional fees shall be charged if the total free baggage allowance established by the tariff, including the carry-on baggage allowance, is exceeded.

The passenger shall be responsible for the safety of his/her personal belongings carried in the aircraft cabin. The Carrier shall not be liable for the loss or damage of a passenger's carry-on baggage unless proven otherwise.

In addition to the established carry-on baggage allowances, a passenger may bring the following into the aircraft cabin:

- a suit in a compact garment bag;

- items purchased at Duty Free shops weighing no more than 3 kg, packed in a bag with a total size (sum of three dimensions) not exceeding 92 cm;

- one mobility aid for a passenger with reduced mobility to move independently during the flight (crutches, walkers, wheelchairs, canes, rollators, etc.). The aforementioned devices shall be carried free of charge and, at the passenger's discretion, may be accepted for carriage in the aircraft cabin or checked as checked baggage. When checked as baggage, such items must be checked before boarding the aircraft.

- A travel bassinet or folding stroller, with size not exceeding 118 cm in the sum of its three dimensions (55×40×23 cm). These items must be checked as baggage at no additional charge before boarding the aircraft.

- Mobile phones, tablets, e-cigarettes, power banks, and other gadgets containing lithium batteries/rechargeable batteries/power packs may only be carried in your carry-on baggage within the permitted weight and size limits for personal items and under the passenger's supervision. These items may not be checked as checked baggage or placed in the overhead compartments.

6. Notices Regarding Deadlines for Filing Claims and Lawsuits.

- If baggage is accepted without objection, it is presumed, unless proven otherwise, that it has been delivered in proper condition and in accordance with the transport document;

- In the event of loss and/or damage (spoilage) to baggage, the person entitled to receive the baggage must submit a written claim to the carrier no later than 7 days from the date of receipt of the baggage. In the event of a delay in the delivery of baggage, a claim must be filed within 21 days from the date the baggage was placed at the recipient's disposal;

- The Carrier may accept a claim for consideration after the deadline for filing a claim has expired if it deems the reason for missing the deadline to be valid.

- If the Carrier refuses to accept a claim for consideration after the deadline for filing a claim has expired, persons entitled to make claims in the event of a breach of the air carriage contract have the right to bring the matter before a court;

- The Carrier must consider the claim and notify the claimant in writing of its acceptance or rejection within 3 months, and in the case of claims regarding mixed transport (by air and other modes of transport) – within 6 months from the date the claim was filed;

- Claims against the Carrier arising from the air carriage contract must be filed no later than two years from the date of the aircraft's arrival at the destination, or from the date on which the aircraft was scheduled to arrive, or from the date of termination of the air carriage contract;
 - The statute of limitations shall be suspended in the event of a claim being filed against the Carrier, as well as in other cases stipulated by the legislation of the Kyrgyz Republic. The statute of limitations shall resume from the date of receipt of the Carrier's response to the claim, if such response was provided within the claim review period, or from the date of expiration of the claim review period, in the event that no response to the claim is received from the Carrier.
- In the absence of a written claim filed within the specified timeframes, a lawsuit against the Carrier cannot be filed.

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

- the party concerned is unable to provide the necessary evidence of the damage caused;
- there is no direct causal link between the airline's performance of the terms and conditions of the contract of carriage and the damage caused;
- the damage to the passenger's baggage was caused by property contained within the passenger's baggage;
- the carrier proves that the passenger's own reckless acts or negligence contributed to the occurrence or increase of damage to his/her health or baggage;
- the damage caused during the carriage of baggage resulted from:
 - the Carrier's compliance with laws, regulations, orders, and requirements of government authorities in force in the country of departure, transit, or destination, and/or the passenger's failure to comply with them;
 - insufficient or improper packing of the baggage by the passenger;
 - the inclusion in the transported property of items and objects defined by the Carrier's rules as prohibited for air carriage;
 - inherent qualities, properties, or defects of the items carried in the baggage;
- damage to baggage caused by any reason beyond the Carrier's control, provided it is proven that the Carrier and its agents took all necessary measures to prevent the damage or that such measures could not have been taken, except in cases where the Carrier and its authorized agents caused such damage by their intentional acts or negligence.

7. Dangerous items and substances in baggage. For safety reasons, dangerous items must not be included in checked baggage or carry-on baggage, unless otherwise permitted by special authorizations.

Detailed information regarding dangerous items prohibited for air carriage is provided by the Carrier on its official website, through travel agents, and in special informational materials.