

GENERAL CONDITIONS OF CARRIAGE

for Passenger & Baggage

MALAYSIAN AIRLINE SYSTEM BERHAD

EFFECTIVE 1 JUNE 2008



Malaysian Airline System Berhad
3rd Floor Admin 1 Building MAS Complex A
Sultan Abdul Aziz Shah Airport
47200 Subang Selangor Darul Ehsan
MALAYSIA

ARTICLE 1 : DEFINITIONS

As you read these Conditions, please note that:

"WE", "OUR" and "US"	mean Malaysian Airline System Berhad ("Malaysia Airlines").
"YOU", "YOUR" and "YOURSELF"	mean any person, except members of the crew, carried or to be carried in an aircraft with our consent (See also definition for "Passenger").
"AGREED STOPPING PLACES"	means those places, except the place of departure and the place of destination, set out in the Ticket or shown in our timetables as scheduled stopping places on your route.
"AIRLINE DESIGNATOR CODE"	means two-characters or three letters which identify particular air carriers.
"AUTHORISED AGENT"	means a passenger sales agent who has been authorised by us to represent us in the sale of air transportation over our services and, when authorised, over the services of other air carriers.
"BAGGAGE"	means your personal property including overcoats and jackets carried by us in connection with your journey. Unless otherwise specified, or unless the context otherwise requires, it includes both your Checked and Unchecked Baggage.
"BAGGAGE CHECK"	means those portions of the Ticket which relate to the carriage of your Checked Baggage.
"BAGGAGE IDENTIFICATION TAG"	means a document issued solely for identification of Checked Baggage.
"CARRIER"	includes the air carrier issuing the Ticket and all air carriers that carry or undertake to carry you and/or your Baggage covered by the Ticket (See also definition for "we", "our", and "us").
"CHECKED BAGGAGE"	means Baggage of which we take sole custody and for which we have issued a Baggage Check.
"CONDITIONS OF CONTRACT"	means those statements contained in or delivered with your Ticket or Transaction Record or Itinerary/Receipt which incorporate these Conditions of Carriage, and important notice(s).
"CONJUNCTION TICKET"	means a Ticket issued to you in conjunction with another Ticket, both of which together constitute a single contract of carriage.

"CONVENTION"	means whichever of the following instruments is applicable to the contract of carriage: the Warsaw Convention (1929); the Warsaw Convention as amended at The Hague on 28 September 1955; the Warsaw Convention as amended by Additional Protocol No 1 of Montreal (1975); the Warsaw Convention as amended at The Hague and by Additional Protocol No 2 of Montreal (1975); the Warsaw Convention as amended at The Hague and by Additional Protocol No 4 of Montreal (1975); the Guadalajara Supplementary Convention (1961); or the Montreal Convention (1999);
" COUPON"	means both a paper Flight Coupon and an Electronic Coupon (see definition for "Electronic Coupon").
"DAMAGE"	includes death, wounding, or bodily injury to a Passenger, delay, theft, loss, partial loss or other damage of any nature arising out of or in connection with carriage or other incidental services that we perform.
"DAYS"	means calendar days, including all seven days of the week; provided that, for the purpose of notification, the day upon which notice is dispatched shall not be counted; and provided further that for purposes of determining duration of validity of a Ticket, the day upon which the Ticket is issued, or the flight commenced, shall not be counted.
"FLIGHT"	means a journey by aircraft or by other means of transportation including surface transportation.
"ELECTRONIC COUPON"	means an electronic Flight Coupon or other value document held in our database.
"ELECTRONIC TICKET"	means the Transaction Record or Itinerary/Receipt issued by us or on our behalf, the Electronic Coupons and, if applicable, a boarding document.
"FLIGHT COUPON"	means that portion of the Ticket that bears the notation "good for passage," or in the case of an Electronic Ticket, the Electronic Coupon, and indicates the particular places between which you are entitled to be carried.
"ITINERARY/RECEIPT"	means a document or documents we issue to a Passenger travelling on an Electronic Ticket that contains the Passenger's name, flight information and notices to the Passenger.
"OUR REGULATIONS"	means rules, other than these Conditions, published by us and in effect on the date of ticket issue, governing carriage of passengers and/or baggage and shall include any applicable tariffs in force.
"OUR REGULATIONS"	means rules, other than these Conditions, published by us and in effect on the date of ticket issue, governing carriage of passengers and/or baggage and shall include any applicable tariffs in force.
"PASSENGER"	means any person, except members of the crew, carried or to be carried in an aircraft pursuant to a Ticket.

"PASSENGER COUPON"

or **"PASSENGER RECEIPT"** means that portion of the Ticket issued by us or on our behalf, which is so marked and which ultimately is to be retained by you.

"SPECIAL DRAWING RIGHTS" or "SDRs"

means an international unit of account defined by the International Monetary Fund and based upon the values of several leading currencies. The currency values of the Special Drawing Rights fluctuate and are re-calculated each banking day. These values are known to most commercial banks and are reported regularly in leading financial journals.

"STOPOVER"

means a planned interruption of your journey, at a point between the place of departure and the place of destination, to which we have previously agreed.

"TARIFF"

means the published fares, charges and/or related Conditions of Carriage of a Carrier filed with the Government of Canada and/or the United States of America.

"TICKET"

means either the document entitled "Passenger Ticket and Baggage Check" or the Electronic Ticket, in each case issued by us or on our behalf and including Conditions of Contract, notices and the Flight and Passenger Coupons.

"TRANSACTION RECORD" means a document or documents issued to a Passenger purchasing an Electronic Ticket by means of an Automatic Teller Machine (ATM).

"UNCHECKED BAGGAGE" means any Baggage other than Checked Baggage including all items brought by you into the aircraft cabin in accordance with our Regulations.

ARTICLE 2 : WHEN THESE CONDITIONS APPLY

2.1 GENERAL

2.1.1 Except as provided in Paragraphs 2.2 to 2.6, these Conditions of Carriage apply to all transportation of passengers and baggage that we perform for compensation or that other Carriers or companies perform on our behalf. They apply to both air transportation and surface transportation.

2.1.2 These Conditions also apply to gratuitous and reduced fare carriage except to the extent that we have provided otherwise in our Regulations or in the relevant contracts, passes or Tickets for such carriage.

2.2 CARRIAGE TO/FROM CANADA AND USA

2.2.1 Carriage to/from Canada

These Conditions will apply to carriage between a place within Canada and a place outside

Canada, and/or between places within Canada, only if they have been incorporated in tariffs in force in Canada.

2.2.2 Carriage to/from USA

These Conditions will apply to carriage between a place within USA and a place outside USA, and/or between places within USA, only if they have been incorporated in tariffs in force in USA.

2.3 CHARTERS

If carriage is performed pursuant to a charter agreement, these Conditions apply only to the extent they are incorporated by reference by the terms of the charter agreement and the charter ticket. By accepting the carriage pursuant to a charter agreement, a passenger agrees to be bound by the applicable provisions of such agreement, even if the passenger is unaware of the terms of the agreement.

2.4 CODE SHARES

On some services we have arrangements with other carriers known as "Code Shares". This means that even if you have a reservation with us and hold a Ticket where our name or Airline Designator Code is indicated as the Carrier, another carrier may operate the aircraft. In such cases, where there is any difference between our Conditions of Carriage and those of the carrier operating the aircraft, the latter will prevail. If such arrangements apply we will advise you of the carrier operating the aircraft before you purchase your Ticket.

2.5 OVERRIDING LAW

To the extent that any provision contained or referred to in these Conditions is contrary to anything contained in the Convention, where applicable, or any applicable laws that cannot be waived by agreement of the parties, such provision shall not apply. If any provision of these Conditions is invalid or does not apply, the remaining provisions will remain valid.

2.6 CONDITIONS PREVAIL OVER REGULATIONS

Except as provided in these Conditions, in the event of inconsistency between these Conditions and our Regulations, these Conditions shall prevail.

ARTICLE 3 : TICKETS

3.1 TICKET AS PRINCIPAL EVIDENCE OF CONTRACT

- 3.1.1 The Ticket is the principal evidence of the contract of carriage between us and the Passenger named on the Ticket. We will provide carriage only to the Passenger named on a Ticket (or holding, as proof of payment or part payment, any other document) issued by us or our Authorised Agent. The Ticket is and remains at all times the property of the Carrier that issues it.

3.1.2 Identification of Passengers

We may require you to produce appropriate identification before allowing you to board our flight.

3.1.3 Valid Ticket Required for Carriage

Except in the case of an Electronic Ticket, you shall not be entitled to be carried on a flight unless you present us with a Ticket that is valid and has been duly issued in with our Regulations. The Ticket must contain the Flight Coupon for that flight, all other unused Flight Coupons and the Passenger Coupon. In addition, you shall not be entitled to be carried if the Ticket presented is mutilated or if it has been altered by anyone other than us or our Authorised Agent. In the case of an Electronic Ticket, you shall not be entitled to be carried on a flight unless you provide positive identification and an Electronic Ticket which is valid and duly issued in accordance with our Regulations and contained in our database.

3.1.4 Loss or Mutilation of Your Ticket

If your Ticket (or any part of it) is lost or mutilated, or you do not present a Ticket containing the Passenger Coupon and all unused Flight Coupons, the issuing Carrier will replace the Ticket (or any part of it) by issuing a new Ticket, provided reasonably clear evidence exists, readily ascertainable at the time, that a Ticket valid for the flight(s) in question was duly issued, and you sign an to reimburse us for any costs and losses which are necessarily and reasonably incurred by us or the other Carrier for misuse of the Ticket and which do not result from our own negligence or willful misconduct. Where such evidence is not available or the Passenger does not sign undertaking, the issuing Carrier may require you to pay up to the full Ticket price for a replacement Ticket, subject to refund if and when the issuing Carrier is satisfied that a Ticket was issued, paid for and not used before the expiry of its validity. The issuing Carrier may levy a reasonable administration charge for replacing the Ticket in accordance with its Regulations.

A Ticket is valuable and you should take appropriate measures to safeguard it and ensure it is not lost or stolen.

3.1.5 Ticket not Transferable

A Ticket is issued to you personally. You must not give it to anyone else to use.

3.2 PERIOD OF VALIDITY

3.2.1 Except as otherwise provided in the Ticket, these Conditions or our Regulations, or in Tariffs (which may limit the validity of a ticket, in which case the limitation will be shown on the Ticket), your Ticket is valid for use for:

- (a). one year, from the date the Ticket is issued; or
- (b). subject to the first travel occurring within one year from the date of issue, one year from the date of first travel under the Ticket;

whichever is longer.

3.2.2 Extension of Validity

3.2.2.1 We will extend the validity of your Ticket for a period of three months from the date it expires if you are prevented from travelling within the period of validity of the Ticket any of the following reasons:

- (a). we cancel the flight on which you hold a reservation;
- (b). we omit a scheduled stop, being your place of departure, place of destination or a stopover;
- (c). we fail to operate a flight reasonably according to schedule;
- (d). we cause you to miss a connection;
- (e). we substitute a different class of service;
- (f). we are unable to provide previously confirmed space;

3.2.2.2 When you are prevented from travelling within the period of validity of the Ticket because at the time you request a reservation we are unable to provide space on the flight, the validity of such Ticket will not be extended unless otherwise provided in our Regulations.

3.2.2.3 If after commencing your journey, you are prevented from travelling within the period of validity of the Ticket because of illness, we will extend the validity of your Ticket until the date when you become fit to travel according to a medical certificate, or until our first flight after such date from the point where the journey is resumed on which space is available in the class of service for which the fare has been paid (provided such extension is not precluded by our Regulations applicable to the fare paid by you). When the Flight Coupons remaining in the Ticket, or in the case of an Electronic Ticket, the Electronic Coupons, include one or more Stopovers, the validity of such Ticket, subject to our Regulations, will be extended for not more than three months from the date shown on the medical certificate. In the event of an extension pursuant to this paragraph, we will similarly extend the period of validity of Tickets of other members of your immediate family accompanying you.

3.2.2.4 In the event of your death during your journey, the Tickets of the persons accompanying you may be modified by waiving any minimum stay requirement or extending the validity. In the event of a death in your immediate family once you have commenced your journey, the validity of your Tickets and those of your immediate family accompanying you may be likewise modified. Any such modification shall be made upon receipt of a proper death certificate and any extension of validity shall not be for a period longer than forty-five (45) Days from the date of the death.

3.3 COUPON SEQUENCE AND USE

3.3.1 We will honour Flight Coupons, or in the case of an Electronic Ticket, Electronic Coupons, only in sequence.

3.3.2 The Ticket you have purchased is valid for transportation from your point of origin, via agreed stopover and/or transfer points, to the destination as shown in your Ticket. The fare you have paid is calculated on the basis of the entire journey shown on the Ticket. Should you wish to change your journey you must contact us in advance. The fare for your new journey will be recalculated and you will be given the option of accepting the new price or maintaining

your original journey as ticketed. Should you change your journey without our agreement we reserve the right to assess the correct fare for your actual travel and collect from you any difference between the fare you have paid and the fare applicable for your revised journey. We will refund a difference if your new fare is lower.

- 3.3.3 Please be aware that while some types of changes will not result in a changed fare, such as changing your point of origin or reversing the direction you travel, can result in an increase in price. Many special fares are valid only on the dates and flights shown on the Ticket and may not be changeable at all, or only upon payment of an additional fee.
- 3.3.4 Each Flight Coupon, or in the case of an Electronic Ticket, each Electronic Coupon, will be accepted for carriage in the class of service specified in these Coupons on the date and flight for which space has been reserved. When these Coupons are issued without a reservation being specified, we will reserve space upon your request subject to the conditions of the relevant fare and the availability of space on the flight requested.

3.4 OUR NAME AND ADDRESS ON THE TICKET

Our name may be abbreviated in the Ticket by using our Airline Designator Code. For purposes of the Convention, our address shall be deemed to be the airport of departure shown opposite the first abbreviation of our name in the "Carrier" box in the Ticket, or in the case of an Electronic Ticket, as indicated for the first flight segment in the Transaction Record or Itinerary/Receipt. This address is not the place where we are domiciled or ordinarily resident for the purposes of the Convention.

ARTICLE 4 : STOPOVERS

- 4.1 Stopovers may be permitted at Agreed Stopping Places subject to government requirements and our Regulations.
- 4.2 Stopovers must be arranged with Carrier in advance and specified on your Ticket.

ARTICLE 5 : FARES AND CHARGES

5.1 GENERAL

Our fares apply only for carriage from the airport at the point of origin to the airport at the point of destination. Fares do not include ground transport service between airports, and between airports and town terminals.

5.2 APPLICABLE FARES

- 5.2.1 Applicable fares are the published fares that are in effect on the date of payment in full of the Ticket applicable for the date of commencement of the first international flight travel segment. Subject to government requirements and our Regulations, the applicable fare is the fare valid for carriage on the date of each flight specified on the Ticket, or in the case of an Electronic Ticket, as indicated for each flight segment in the Transaction Record or Itinerary/ Receipt. If the fare that we (or our Authorised Agent) has collected from you for your Ticket is not the applicable fare,

the difference between the fare collected and the applicable fare shall be paid by you, or, as the case may be, refunded by us, in accordance with our Regulations.

- 5.2.2 We may increase the fare after you have made payment in full, in order to take account of increases in costs, provided that in such a case, you may cancel the Ticket and obtain, at your option, a full refund of the sums paid.

5.3 ROUTING

Unless otherwise provided, fares apply only to routings published in connection with our Regulations. If there is more than one routing at the same fare, you may select the routing prior to the issue of your Ticket. If no routing is selected, we may determine the routing within our discretion.

5.4 TAXES, FEES AND CHARGES

- 5.4.1 Except as otherwise provided in our Regulations, you are responsible for paying any tax or charge imposed by any government or other authority, or by the operator of an airport, in respect of a passenger or the use by a passenger of any services or facilities, which is in addition to the published fares and charges.
- 5.4.2 At the time you purchase your Ticket, you will be advised of all applicable taxes, fees and charges known to us, and most of these will normally be shown separately on the Ticket. However, as the taxes, fees and charges imposed on air travel are constantly changing and can be imposed after the date of Ticket issuance you may be obliged to pay additional taxes, fees or charges, even after the Ticket has been issued. Similarly, in the event any taxes, fees or charges which you have paid to us at the time of Ticket issuance are abolished or reduced such that they no longer apply to you, or a lesser amount is due, you will be entitled to claim a refund.

5.5 CURRENCY

Fares and charges are payable in the currency of the country in which the Ticket is issued, unless another currency is indicated by us or our Authorised Agent at or before the time payment is made (for example, because of the non-convertibility of the local currency). We may at our discretion, accept payment in another currency. When payment is made in a currency other than the currency in which the fare is published, such payment will be made at the rate of exchange established in accordance with our Regulations.

ARTICLE 6 : RESERVATIONS

6.1 RESERVATION REQUIREMENTS

- 6.1.1 Reservations are not confirmed until we (or our Authorised Agent) have recorded the reservation as accepted by us or our Authorised Agent.
- 6.1.2 As provided in our Regulations, certain fares may have conditions which limit or exclude your right to change or cancel reservations.

6.2 TICKETING TIME LIMITS

Certain fares may require you to purchase your Ticket (or make satisfactory credit arrangements with us) within a specified number of Days. If you have not paid for your Ticket (or made credit arrangements with us) prior to the specified ticketing time limit, we may cancel your reservation.

6.3 USE OF PERSONAL INFORMATION

You acknowledge that you have provided us with personal information including family contact details for the purposes of making a reservation, purchasing a Ticket, obtaining ancillary services, facilitating health, immigration, security and entry requirements, and making available such data to government agencies. For these purposes, you authorise us to retain and use such information and to transmit it to our own offices, Authorised Agents, government agencies, other Carriers or the providers of such services, in whatever country they may be located.

6.4 SEATING SELECTION

Where we offer pre-allocated seating, we do not guarantee any specific seat assignments, whether for a smoking, non-smoking, aisle, window, exit row, or other type of seat and we reserve our right to assign or reassign seats at any time, even after boarding of the aircraft. This may be necessary for operational, safety or security reasons. We will, however, make reasonable efforts to honour such assignments.

6.5 SERVICE CHARGE WHEN SPACE NOT OCCUPIED

Except in the case of travel on non-refundable fares, you may be required to pay a reasonable service charge, in accordance with our Regulations, if you fail to use space for which you made a reservation.

6.6 RECONFIRMATION OF RESERVATIONS

Once your journey has commenced, our Regulations may require you to reconfirm your reservation for onward or return travel within a certain period of time. We will advise you when we require reconfirmation, and how and where it should be done. Where it is required, you should reconfirm with the carrier whose code appears for the flight in question on the ticket coupon. Failure to comply with any such requirement may result in cancellation of any onward or return reservations. Even if no such requirement applies to your reservations, you should let us know how we may contact you during your journey.

6.7 CANCELLATION OF ONWARD RESERVATION MADE BY CARRIER

Notwithstanding Paragraph 6.1.2, if you do not use a reservation and fail to advise us in advance, we may cancel or request cancellation of any onward or return reservations for your journey.

ARTICLE 7 : CHECK-IN AND BOARDING REQUIREMENTS

7.1 Preferred check-in times are different at every airport and we recommend that you inform yourself about these times and honour them. Your journey will be smoother if you allow

yourself ample time for check-in. Check-in times can be found in our timetable, or may be obtained from us or our Authorised Agents. You must check in at our check-in location and be present at the boarding gate not later than any minimum time that we specify. If you do not check-in in time or if you do not have required documents at the time of check-in, we may cancel your reservation and will not be liable to you for such cancellation.

- 7.2 If you fail to arrive at the boarding gate for reasons within your control, we may cancel your reservation and will not be liable to you for cancellation of your reservation.
- 7.3 We will not delay the departure of our flight if you do not check-in or board in time.

ARTICLE 8 : REFUSAL OF AND LIMITATION ON CARRIAGE

8.1 OUR RIGHT TO REFUSE CARRIAGE

We have the right to refuse carriage of you or your Baggage, or remove you or your Baggage from our flight for safety reasons or if, in the exercise of our reasonable discretion, we determine that such action is necessary or appropriate for any of the following reasons:

- 8.1.1 to comply with any applicable laws, regulations or orders of any state or country to be flown from, into or over;
- 8.1.2 the carriage of you or your Baggage may endanger or affect the safety, health, or materially affect the comfort of other passengers or crew;
- 8.1.3 your conduct, age or mental or physical state (including impairment from alcohol or drugs) is such as to:
- (a). require our special assistance (unless we have had sufficient advanced information regarding your requirements and have expressly agreed to provide such assistance as may be required);
 - (b). cause discomfort or make yourself objectionable to others;
 - (c). involve any hazard or risk including health risk to yourself or to other persons or to property;
- 8.1.4 you have failed to observe our instructions;
- 8.1.5 you have refused to submit to a security check;
- 8.1.6 the applicable fare or any charges or taxes payable have not been paid, or credit arrangements agreed between us and yourself (or the person paying for the Ticket) not been complied with;
- 8.1.7 you do not appear to have proper documents for your journey;
- 8.1.8 you are not properly attired, refuse to stop smoking or to stop using electronic or other devices when prohibited from doing so;
- 8.1.9 you have committed misconduct on a previous flight, and we have reason to believe that such conduct may be repeated;

- 8.1.10 you seek to enter a country through which you are in transit;
- 8.1.11 you destroy your travel documents during flight;
- 8.1.12 you will not surrender travel documents to us for examination or photocopying or to be held by the flight crew, against receipt, when we so request;
- 8.1.13 the Ticket you intend to use,
 - (a). has been acquired unlawfully or has been purchased from an entity other than us or our Authorised Agent;
 - (b). has been reported as being lost or stolen;
 - (c). is a counterfeit ticket; or
 - (d). you have not used the coupons in sequence, or any Flight Coupon in the Ticket or Electronic Coupon has been altered by anyone other than us or our Authorised Agent, or in the case of a Flight Coupon, has been mutilated (in which case we reserve the right to retain the Ticket);
- 8.1.14 you cannot prove that you are the person named in the Ticket (in which case we reserve the right to retain the Ticket);
- 8.1.15 you fail to observe our instructions with respect to safety or security; and/or
- 8.1.16 you have previously committed any of the acts referred to in this Article.

8.2 LIMITATIONS ON OUR OBLIGATION TO PROVIDE CARRIAGE

- 8.2.1 We will not carry unaccompanied children, incapacitated persons, pregnant women or persons with illness unless prior arrangements have been made with us, in accordance with our Regulations.
- 8.2.2 If we believe that the aircraft weight limitations or seating capacity may be exceeded, will decide in our reasonable discretion which passengers or articles shall be carried.

8.3 CONSEQUENCES OF REFUSAL TO CARRY

- 8.3.1 If we have refused to carry you, or removed you from a flight as provided in Paragraph 8.1, we may cancel the remaining unused portion of your Ticket, and you will not be entitled to further carriage or to a refund either for the sector that is the subject of the refusal of carriage or removal, or any subsequent sectors covered by the Ticket.
- 8.3.2 We will not be liable for any consequential or incidental loss or damage due to any such refusal to carry or removal en route and we shall be entitled to recover from you all direct and indirect costs we incur as a result of such refusal or removal including the costs of diverting our flight.

ARTICLE 9 : BAGGAGE

9.1 ITEMS THAT ARE NOT ACCEPTABLE AS BAGGAGE

9.1.1 You may not include in your Baggage:

- (a). items which do not constitute Baggage as defined in Article 1 of these Conditions;
- (b). items which are likely to endanger the aircraft or persons or property on board the aircraft, such as items specified in the Dangerous Goods Regulations of the International Civil Aviation Organisation (ICAO) and the International Air Transport Association (IATA), and in our Regulations (further information is available from us on request);
- (c). items that we cannot carry due to the applicable laws, regulations or orders of any state to be flown from, to or over;
- (d). items which we reasonably consider unsuitable for carriage because they are dangerous, unsafe or by reason of their weight, size or character, or which are fragile or perishable, having regard to, among other things, the type of aircraft being used. Information about unacceptable items is available upon request; or
- (e). live animals, except as provided for in Paragraph 11 of this Article.

9.1.2 We cannot carry firearms and ammunition (other than for hunting and sporting purposes) as Baggage. Firearms and ammunition for hunting and sporting purposes may be accepted as Checked Baggage in accordance with our Regulations. When you present a firearm for carriage it must be unloaded, the safety catch must be on, and it must be suitably packed. Carriage of ammunition is subject to ICAO and IATA Dangerous Goods Regulations.

9.1.3 You may not include in Checked Baggage fragile or perishable items, money, jewellery, metals, computers or other electronic devices, silverware, negotiable papers, or other valuables, business documents, passports and other identification documents or samples.

9.1.4 Weapons such as antique firearms, swords, knives and similar items may be accepted as Checked Baggage in accordance with our Regulations, but will not be permitted in the cabin.

9.1.5 If, despite being prohibited, any items referred to in Paragraphs 9.1.1 to 9.1.3 are included in your Baggage and we carry the Baggage, we shall not be responsible for any loss of or damage to such items.

9.2 RIGHT TO REFUSE CARRIAGE

9.2.1 We may refuse to carry items described in Paragraph 9.1 that are prohibited from carriage as Baggage, and may refuse further carriage of any such items upon discovery.

9.2.2 We may refuse to carry as Baggage any item reasonably considered by us to be unsuitable for carriage because of its size, shape, weight, contents or character, or for safety or operational reasons (including Baggage which does not belong to you and which you have pooled with your own Baggage), or for the comfort and convenience of other passengers. We will not be liable for refusing to carry such Baggage. Information about unacceptable items is available upon request.

9.2.3 Unless advance arrangements for its carriage have been made with us, we may carry any Baggage which exceeds the applicable free allowance on a flight other than the flight we carry you on.

- 9.2.4 We may refuse to accept Baggage as Checked Baggage unless it is in our reasonable opinion properly and securely packed in suitable containers to ensure safe carriage with ordinary care in handling. Information about packing and containers unacceptable to us is available upon request.

9.3 OUR RIGHT TO REQUIRE A SEARCH

For reasons of safety and security, we may request that you permit a search, x-ray or scan to be made of your person or Baggage, and we may search or have searched your Baggage in your absence if you are not available, for the purpose of determining whether you are in possession of or whether your Baggage contains any item described in Paragraph 9.1.1 or any firearms or ammunitions which have not been presented to us in accordance with Paragraph 9.1.2. If you are unwilling to comply with such request we may refuse to carry you or your Baggage. We are not liable for any Damage caused by a search, x-ray, or scan, unless such Damage is due to our fault or negligence.

9.4 CHECKED BAGGAGE

- 9.4.1 Upon delivery to us of your Baggage for check-in, we shall take custody of the Baggage and issue a Baggage Identification Tag for each piece of Checked Baggage.
- 9.4.2 If your Baggage has no name, initials or other personal identification, you must affix such identification to the Baggage before we will accept it.
- 9.4.3 We will carry your Checked Baggage on the same aircraft as yourself, unless we decide for safety, security or operational reasons to carry the Checked Baggage on another flight on which space is available. In such event, you shall be entitled to compensation for delay to the extent provided in the Convention, unless the reason the Baggage could not be carried on our flight is due to late check-in or other factors within your control. This paragraph shall not apply to Baggage in excess of the free Baggage allowance, carriage of which is subject to our Regulations.

9.5 FREE BAGGAGE ALLOWANCE

You may carry free of charge the amount of Baggage specified in our Regulations, which are available upon request from us or our Authorised Agents and are available at our ticketing offices and check-in counters.

9.6 CARRIAGE OF BAGGAGE THAT EXCEEDS THE FREE BAGGAGE ALLOWANCE

We reserve the right to refuse to carry Baggage that exceeds the free Baggage allowance. Baggage in excess of the free Baggage allowance will be carried at our discretion subject to space and weight limitations. You must pay a charge for the carriage of Baggage in excess of the free Baggage allowance including Unchecked Baggage retrieved from you at any time up to the time of boarding the aircraft at the rate and in the manner provided in our Regulations. We may raise this charge at the point of your departure, stopover or destination. These rates are available from us upon request and are available at our ticketing offices and check-in counters.

9.7 EXCESS VALUE DECLARATIONS AND CHARGES

You may declare a value for Checked Baggage in excess of the applicable liability limits. If you make such a declaration, you must pay additional charges in accordance with our Regulations.

9.8 UNCHECKED BAGGAGE

- 9.8.1 Any Baggage which you carry on the aircraft must fit under the seat in front of you or in an enclosed storage compartment in the cabin. Items that cannot be stored in this manner, or items that we consider of excessive weight or size or of an offensive nature will not be permitted in the cabin.
- 9.8.2 Objects that we consider unsuitable for transportation in the cargo compartment (including delicate musical instruments and the like) will only be accepted for transportation in the cabin compartment provided we have given our permission in advance. You must pay a charge for the transportation of such objects in accordance with our Regulations.

9.9 COLLECTION AND DELIVERY OF BAGGAGE

- 9.9.1 You must collect your Baggage as soon as it is available for collection at your destination or Stopover. If you do not collect your Baggage within reasonable time, we may charge you a fee for storing it. Should your Checked Baggage not be claimed within three months of the time it is made available, we may dispose of it without any liability to you.
- 9.9.2 Only the bearer of the Baggage Check and Baggage Identification Tag is entitled to delivery of Baggage. Failure to produce the Baggage Identification Tag shall not prevent delivery provided the Baggage Check is produced and the Baggage is identified by other means.
- 9.9.3 If a person claiming Baggage is unable to produce the Baggage Check or a Baggage Identification Tag, we will deliver the Baggage to such person only on condition that he or she establishes to our satisfaction his or her right to the Baggage, and if required by us, indemnifies us for any loss, damage or expense which we may incur as a result of such delivery.
- 9.9.4 Acceptance of Baggage by the person bearing the Baggage Check without complaint at the time of delivery creates a presumption that the Baggage has been delivered in good condition and in accordance with the contract of carriage.

9.10 UNCLAIMED BAGGAGE

If you do not claim your Baggage within six months of the day we make it available to you, we are entitled to presume that you have abandoned the Baggage and we may dispose of the Baggage without any liability to you.

9.11 CARRIAGE OF ANIMALS

- 9.11.1 Subject to our advance permission and Regulations, we will accept animals such as dogs, cats, household birds, and other pets for carriage when properly crated and accompanied by valid health and vaccination certificates, entry permits, and other documents required by countries of entry or transit.
- 9.11.2 If accepted as Baggage, the animal, together with its container and food carried, shall not be included in your free Baggage allowance but shall constitute excess Baggage, which

you must pay the applicable charge. Animals must be carried in the cargo compartment of the aircraft, and are not allowed in the passenger cabin.

9.11.3 Subject to our Regulations, guide dogs accompanying sight/hearing impaired Passengers, together with containers and food, will be carried free of charge in addition to the normal free Baggage allowance.

9.11.4 Our acceptance for carriage of animals is subject to the condition that you assume full responsibility for the animals. Where carriage is not subject to the liability rules of the Convention, except in the case of our own negligence, we will not be liable for injury to, loss of, delay of, sickness of or death of the animal.

9.11.5 We will have no liability of any such animal not having the necessary exit, entry, health and other documents necessary or convenient with respect to the animal's entry into or passage through any country, state or territory and the person carrying the animal must reimburse us for any fines, costs, losses or liabilities reasonably imposed or incurred by us as a result.

9.12 ITEMS REMOVED FROM PASSENGERS BY AIRPORT SECURITY PERSONNEL

We will have no liability to you for the loss of or damage to any item that the airport security personnel, acting in accordance with government regulations, remove from you or your Baggage, even if the airport security personnel give the items to us.

ARTICLE 10 : SCHEDULES, DELAYS AND CANCELLATION OF FLIGHTS

10.1 SCHEDULES

We undertake to use our best efforts to carry you and your Baggage with reasonable. Although we undertake to use our best efforts to adhere to our timetables and published schedules, we do not guarantee that your flight will depart and arrive at the times set forth in our timetables and schedules. Furthermore, our timetables and published schedules shall form no part of your contract with us. Please refer to Article 11 Paragraph 11.3 regarding refunds in such situations.

10.2 CANCELLATION, CHANGES OF SCHEDULE, ETC.

10.2.1 If due to circumstances beyond our control, including but not limited to adverse weather or air traffic control delays, we cancel or delay a flight; are unable to provide previously confirmed space; fail to stop at your Stopover or destination point; or cause you to miss a connecting flight on which you hold a reservation, we shall, at your option, either:

- (a). carry you on another of our scheduled services on which space is available;
- (b). within a reasonable period of time re-route you to the destination indicated on your Ticket or applicable portion of your Ticket by our own scheduled services or the scheduled services of another Carrier, or by means of surface transportation. If the sum of the fare, excess Baggage charge and any applicable service charge for the revised routing is higher than the refund value of the Ticket, or applicable portion of the Ticket, we will collect no additional fare or charge from you, and will refund the difference if the fare and charges for the revised routing are lower; or

(c). make a refund in accordance with the provisions of Paragraph 11.3.

10.2.2 If the cancellation is due to circumstances within our control, we shall pay you compensation in the amount that would be due as denied boarding compensation in accordance with our Regulations. A copy of our denied boarding compensation policy is available upon request.

10.3 CANCELLATION AND DELAY DUE TO CAUSES BEYOND OUR CONTROL

Except as provided in this Article, we will have no liability to you if your flight is cancelled or delayed due to causes beyond our control. If cancellation or delay is due to adverse weather or to air traffic control delays, we shall be under no immediate obligation to comply with Paragraph 10.2.1 or to provide for the cost of telephone calls, accommodation, refreshments or transportation although we shall make reasonable efforts to assist you as best we can in the prevailing circumstances.

10.4 SUBSTITUTION OF CARRIER/AIRCRAFT

We reserve the right to substitute an alternative carrier and/or aircraft.

10.5 DENIED BOARDING

If we are unable to provide previously confirmed space, we shall compensate and assist Passengers denied boarding in accordance with applicable law and our denied boarding compensation policy, a copy of which is available upon request.

10.6 FLIGHTS FROM AIRPORTS IN THE EUROPEAN COMMUNITY

In the event of denied boarding, flight cancellation or delayed departure by two hours or more, where the flight is due to depart from an airport in the European Community, if any of the provisions of this Article 10 are inconsistent with our obligations and your rights under EC Regulation 261/2004 establishing common rules on compensation and assistance to passengers in the event of denied boarding, cancellation or long delay of flights, the EC Regulation shall prevail.

ARTICLE 11 : REFUNDS

11.1 GENERAL

If we fail to provide carriage in accordance with the contract of carriage, or if you choose not to use your Ticket, we will refund the unused Ticket or any unused portion in accordance with this Article and subject to our Regulations.

11.2 PERSON TO WHOM REFUND WILL BE MADE

11.2.1 Except as provided in this Article, we shall be entitled to make refund either to the person named in the Ticket, or to the person who has paid for the Ticket upon presentation of satisfactory proof of such payment.

- 11.2.2 If a Ticket has been paid for by a person other than the Passenger named in the Ticket, and we have indicated on the Ticket that there is a restriction on refund, we shall make a refund only to the person paying for the Ticket or to that person's order.
- 11.2.3 Except in the case of lost Tickets, we will issue a refund only on surrender to us of the Passenger Coupon or Passenger Receipt and of all unused Flight Coupons.
- 11.2.4 A refund made to anyone presenting the Passenger Coupon or Passenger Receipt and all unused Flight Coupons, and holding himself or herself out as a person to whom refund may be made pursuant to Paragraphs 11.2.1 or 11.2.2, will be deemed a proper refund and will discharge us from liability to you or any other person for a refund.

11.3 INVOLUNTARY REFUNDS

If we cancel a flight, fail to operate a flight reasonably according to schedule, fail to stop at a point to which you are destined or ticketed for a Stopover, are unable to provide previously confirmed space, or cause you to miss a connecting flight on which you hold a reservation, the amount of the refund shall be:

- (a). if no portion of the Ticket has been used, an amount equal to the fare paid; or
- (b). if a portion of the Ticket has been used, the one way fare from point of interruption to the destination or the Stopover, by the same percentage discount, if any, as is reflected in the original fare purchased; or the difference between the fare paid and the fare for the transportation used, whichever is higher.

11.4 VOLUNTARY REFUNDS

If you wish a refund of your Ticket for reasons other than those set out in Paragraph 11.3, the amount of the refund shall be:

- (a). if no portion of the Ticket has been used, an amount equal to the fare paid, less any reasonable service charges or cancellation fees;
- (b). if a portion of the Ticket has been used, the refund will be an amount equal to the difference between the fare paid and the applicable fare for travel between the points for which the Ticket has been used, less any reasonable service charges or cancellation fees.

11.5 REFUND ON LOST TICKET

If a Ticket (or any part of it) is lost, refund will be made as soon as practicable after the expiry of the validity period of the Ticket, on proof of loss satisfactory to us and upon payment of a reasonable administration charge on condition:

- (a). that the lost Ticket (or any part of it) has not been used, previously refunded or replaced (except where the use, refund or replacement by or to a third party resulted from our own negligence); and
- (b). that the person to whom the refund is made undertakes, in such form as may be prescribed by us, to repay to us the amount refunded in the event and to the extent that the lost Ticket (or any part of it) is used by a third party (except where any fraud or

use by a third party resulted from our own negligence).

11.6 OUR RIGHT TO REFUSE REFUND

- 11.6.1 After the expiry of the validity of the Ticket, we may refuse to refund the Ticket when application is made later than the time prescribed in our Regulations.
- 11.6.2 We may refuse to refund a Ticket which has been presented to us or to government officials of a country as evidence of intention to depart, unless you establish to our satisfaction that you have permission to remain in the country or that you will depart by another Carrier or another means of transport.
- 11.6.3 We may refuse to refund a Ticket in the circumstances described in Article 8 Paragraph 3 of these Conditions.

11.7 CURRENCY OF REFUND

All refunds will be subject to the laws, rules, regulations and government orders of the country in which the Ticket was originally purchased and of the country in which we make the refund. Subject to the foregoing provision, refunds will normally be made in the currency in which the Ticket was paid for, but may be made in another currency in accordance with our Regulations.

11.8 PERSONS AUTHORISED TO MAKE REFUNDS

Voluntary refunds will be made only by the Carrier which originally issued the Ticket or by its Authorised Agent.

ARTICLE 12 : CONDUCT ABOARD AIRCRAFT

12.1 UNACCEPTABLE CONDUCT ON BOARD AIRCRAFT

If in our opinion you

- (a). conduct yourself aboard the aircraft so as to endanger the aircraft or any person or property on board;
- (b). obstruct the crew in the performance of their duties;
- (c). fail to comply with any instruction of the crew;
- (d). behave in a manner to which other passengers object; or
- (e). behave in a manner that causes discomfort, inconvenience, damage, or injury to other passengers or crew,

we may take such measures as we deem reasonably necessary to prevent you from continuing such conduct, including restraining you. We may also disembark you and refuse to carry you further, and you may be prosecuted for offences committed on board the aircraft.

12.2 GENERAL INDEMNITY

If you conduct yourself in a manner described in Paragraph 12.1 above, you will indemnify us for all loss and damage suffered by us, our agents, employees, independent contractors, passengers and any third party arising from your misconduct.

12.3 ELECTRONIC DEVICES

For safety reasons, you may not operate aboard the aircraft portable recorders, radios, television sets, electronic games, personal cellular telephones or other transmitting devices including remote controlled toys and walkie-talkies. You may not operate any other electronic devices, including compact disc players, laptop computers, audio or video recorders, electric shavers on board without our permission, except for hearing aids and heart pacemakers.

12.4 FAILURE TO COMPLY

If you do not comply with Paragraph 12.3, we can take and retain such electronic devices until the termination of your flight or until such other time as we consider appropriate.

ARTICLE 13 : ARRANGEMENTS BY CARRIER

If we make arrangements for you with any third party to provide any services other than carriage by air, or if we issue a ticket or voucher relating to transportation or services (other than carriage by air) provided by a third party such as hotel reservations or car rental, in doing so we act only as agent for such third party, whose terms and conditions will apply and we shall have no liability to you for any damages you may incur as a result of these services.

ARTICLE 14 : ADMINISTRATIVE FORMALITIES

14.1 GENERAL

It is your responsibility to comply with all laws, regulations, orders, demands and travel requirements of countries to be flown from, into or over, and with our Regulations and instructions. We will not be liable for any damages you incur as a result of aid or information provided by our employees or agents regarding such laws, regulations, orders, demands, and requirements, whether given in writing or otherwise. Nor shall we be liable for any damages you incur as a result of your failure to comply with such laws, regulations, orders, demands, requirements, our Regulations or instructions.

14.2 TRAVEL DOCUMENTS

You must present us with all exit, entry, health and other documents required by the laws, regulations, orders, demands or requirements of the countries concerned, and permit us to take and retain copies of those documents. We reserve the right to refuse you carriage if you have not complied with applicable laws, regulations, orders, demands or requirements, if your documents do not appear to be in order, or if you do not permit us to take and retain copies of those

documents.

14.3 REFUSAL OF ENTRY

If we are required by government order to return you to your point or country of origin, because you are denied entry, you agree to pay the applicable fare. We may apply to the payment of such fare any funds paid to us for unused carriage, or any of your funds in our possession. We will not refund the fare collected for carriage to the point of refusal or entry or deportation.

14.4 PASSENGER RESPONSIBLE FOR FINES, DETENTION COSTS, ETC

If we are required to pay or deposit any fine or penalty or to incur any expense by reason of your failure to comply with laws, regulations, orders, demands and travel requirements of any country or your failure to produce required documents, you must reimburse us on demand any amount so paid or deposited and any expense we incur. We may apply any funds paid to us for unused carriage, or any of your funds in our possession to satisfy the amount owing.

14.5 CUSTOMS OR OTHER OFFICIAL INSPECTION

If required, you shall attend inspection of your Baggage, Checked or Unchecked, by customs or other government officials. We are not liable to you for any loss or damage you may incur as a result of the inspection.

14.6 SECURITY INSPECTION

You must submit to any security checks required by government agencies, airport officials, other carriers, or us.

ARTICLE 15 : SUCCESSIVE CARRIERS

If Carriage is to be performed by several successive Carriers under one Ticket, or under a Conjunction Ticket, the carriage will be regarded as a single operation for the purposes of the Convention.

ARTICLE 16 : OUR LIABILITY FOR DAMAGE

16.1 Unless otherwise stated in these Conditions, international carriage, as defined in the Convention, is subject to the liability rules of the Convention.

16.2 INTERNATIONAL CARRIAGE TO WHICH THE CONVENTION APPLIES

By an agreement with certain other Carriers, we have agreed that where a claim against us is governed by the Convention:

16.2.1 we will not invoke the limitation of liability under the Convention as to any claim for recoverable compensatory damages in respect of your death, wounding or other bodily injury;

- 16.2.2 with respect to that portion of such claim which does not exceed 100,000 SDRs, we will not avail ourselves of the defence under the Convention which provides that a carrier is not liable if it proves that it or its agents have taken all necessary measures to avoid the damage or that it was impossible for it or its agents to take such measures;
- 16.2.3 except as provided in Paragraphs 16.2.1 and 16.2.2 above, we reserve all defences available under the Convention to any such claim, and we reserve all rights of recourse against any other party and any third party, including, without limitation, rights of contribution and indemnity; and
- 16.2.4 except as required by law, neither the waiver of limits under Paragraph 16.2.1 above nor the waiver of defences under Paragraph 16.2.2 above shall be applicable in respect of claims made by public social insurance or similar bodies, which claims shall be subject to the liability limit and defences under the Convention, and we will compensate you or your dependants for recoverable compensatory damages in excess of payments received from any public social insurance or similar body.

16.3 CARRIAGE TO WHICH THE CONVENTION DOES NOT APPLY

We agree subject as may be otherwise provided by applicable law that as to all carriage performed by us to which the Convention does not apply (including international carriage not governed by the Convention and domestic carriage wholly within Malaysia) :

- 16.3.1 we shall not invoke any applicable limit of liability in defence of any claim for recoverable compensatory damages arising out of your death, wounding or other bodily injury;
- 16.3.2 we shall not, with respect to any claim arising out of your death, wounding or other bodily injury, exclude or limit our liability by proving that we and our agents have taken all necessary measures to avoid the damage or that it was impossible for us or them to take such measures, to the extent of damages up to the sum of 100,000 Special Drawing Rights exclusive of reasonable legal costs.
- 16.3.3 except as provided in Paragraphs 16.3.1 and 16.3.2 above, we reserve all defences available under applicable law to any such claim, and we reserve all rights of recourse against any other party and any third party, including, without limitation, rights of contribution and indemnity, and;
- 16.3.4 neither the waiver of limits under Paragraph 16.2.1 above nor the waiver of defences under Paragraph 16.2.2 above shall be applicable in respect of claims made by public social insurance or similar bodies, which claims shall be subject to any liability limit and defences under applicable law, and we will compensate you and your dependants for recoverable compensatory damages in excess of payments received from any public social insurance or similar body.

16.4 To the extent not in conflict with the foregoing and whether or not the Convention applies:

- 16.4.1 We are liable only for Damage occurring on Malaysian Airline System Berhad, or where we issue a Ticket or Baggage Check with our Airline Designator Code for carriage over the lines of another Carrier. Otherwise, where we issue a Ticket or Baggage Check over the lines of another Carrier we do so only as agent for such other Carrier. With respect to claims for Damage to your Checked Baggage which are subject to the Convention you will have a right of action against the first or last Carrier, transportation of the Checked Baggage is performed by more than one carrier.

The liability of each Carrier involved in your journey must be determined only by its own Conditions of Carriage.

16.4.2 We are not liable for Damage to Checked or Unchecked Baggage unless such Damage is caused by our negligence. If there has been contributory negligence on your part, our liability shall be subject to the applicable law relating to contributory negligence.

16.4.3 We are not liable for any delay to you or your Baggage, except as provided in these Conditions of Carriage.

16.4.4 We are not liable for any Damage arising from our compliance with any laws, or government regulations, government orders or requirements, or from your failure to comply with the same;

16.4.5 Except in the case of an act or omission done with intent to cause Damage or recklessly and with knowledge that Damage would probably result, our liability in the case of Damage to Baggage shall be limited as provided by the Convention:

- (a.) where the Warsaw Convention applies, the limit will be 17 Special Drawing Rights per kilogram for Checked Baggage and 332 Special Drawing Rights for Unchecked Baggage;
- (b.) where the Montreal Convention applies, the limit will be 1,000 Special Drawing Rights per passenger (for both Checked and Unchecked Baggage),

provided that if in accordance with applicable law different limits of liability are applicable such different limits shall apply, and that if in the case of Checked Baggage a higher value is declared pursuant to an excess valuation facility, our liability shall be limited to such higher declared value. If the weight of your Checked Baggage is not recorded on the baggage check, it will be presumed that the total weight of Checked Baggage does not exceed the applicable free baggage allowance for the class of carriage concerned, as provided in our Regulations.

16.4.6 Except where other specific provision is made in these Conditions, if we are liable to you we will compensate you for all losses and costs which you can prove directly incurred as a result, in accordance with applicable law, but we will not in any circumstance be liable for;

- (a.) any losses or costs not reasonably foreseeable by us at the time the contract of carriage was concluded;
- (b.) any losses or costs caused otherwise than by our breach of contract or breach of duty to you (except where the Convention or applicable law otherwise requires);
- (c.) any loss of profits or business losses;
- (d.) any losses which indirectly flowed from the breach of contract or breach of duty to you (except where the Convention or applicable law otherwise requires);
- (e.) any indirect or consequential loss when you are travelling in the course of or for the purpose of business.

16.4.7 We are not liable for injury to you or for Damage to your Baggage caused by property contained in your baggage. If your property causes injury to another person or Damage to another person's property or to our property you agree to indemnify us for all losses and expenses that we incur as a result of such injury or Damage.

- 16.4.8 We are not liable for Damage to fragile or perishable items, artwork, cameras, money, jewellery, precious metals, silverware, negotiable papers, securities, or other valuables, business documents, passports and other identification documents, or samples, which are included in your Checked Baggage, whether with or without our knowledge.
- 16.4.9 If your age or mental or physical condition is such as to involve any hazard or risk to yourself, we shall not be liable for any illness, injury or disability, including death, to such condition or for the aggravation of such condition.
- 16.4.10 Any exclusion or limitation of our liability shall apply to and be for the benefit of our agents, employees and representatives and any person whose aircraft is used by us and such person's agents, employees and representatives. The total amount recoverable from us and from such agents, employees, representatives and persons shall not exceed the amount of our limit of liability.

16.5 ADVANCE PAYMENTS

In the event of your death, wounding or other bodily injury in the course of carriage performed by us, we shall make advance payments to the person entitled to compensation as may be required to meet immediate economic needs on a basis proportional to the hardship suffered. Any such advance payment shall not constitute admission of liability and may be offset against any subsequent sums paid by us, but is only returnable if the damage was caused by, or contributed to by, your negligence or the negligence of the person who received the payment, or the person to whom the payment was made was not the person entitled to compensation.

16.6 WAIVER

Unless expressly so provided, nothing in these Conditions shall waive any exclusion or limitation of our liability under the Convention or applicable laws.

ARTICLE 17 : TIME LIMITATIONS ON CLAIMS AND ACTIONS

17.1 NOTICE OF CLAIMS

Any action for Damage to Checked Baggage will be barred unless the person entitled to delivery complains to us immediately after the discovery of the Damage, and, at the latest, within seven (7) Days from the date of receipt. In the case of delay, any action for Damage will be barred unless the complaint is made at the latest within twenty-one (21) Days from the date on which the Baggage has been placed at your disposal. Every complaint must be made in writing and sent to us within the times specified above.

17.2 LIMITATION OF ACTIONS

Any right to recover damages from us will be extinguished if an action is not brought within two years from the date of arrival at the destination, or the date on which the aircraft ought to have arrived, or the date on which the carriage stopped. The period of limitation shall be determined by the law of the court in which the action is pending.

ARTICLE 18 : MODIFICATION AND WAIVER

None of our agents, employees or representatives has authority to alter, modify or waive any provision of these Conditions of Carriage.

ARTICLE 19 : OTHER CONDITIONS

Carriage of you and your Baggage is also provided in accordance with certain other regulations and conditions applying to or adopted by us. These regulations and conditions are important and may vary from time to time. They may concern :

- (a). the carriage of unaccompanied minors, pregnant women and sick passengers;
- (b). restrictions on use of electronic devices and items;
- (c). the on board consumption of alcoholic beverages;
- (d). any other matters relating to the carriage of you or your Baggage that is regarded by us or by a regulatory body to be important to such carriage.

Regulations and conditions concerning these matters are available from us upon request and are available at our ticketing offices and check-in counters.



For any enquiries, please contact:
Group Legal Practice
2nd Floor, Admin Building 4, MAS Complex B,
Sultan Abdul Aziz Shah Airport,
47200 Subang, Selangor.