

General rules for carriage of passengers, baggage and cargo
JSC «Orenburg airlines»

**JOINT STOCK COMPANY
«ORENBURG AIRLINES»**

APPROVED BY

order of General Director
JSC «Orenburg airlines»
Issued 10.04.2014 № 221

**GENERAL RULES
FOR CARRIAGE OF PASSENGERS, BAGGAGE AND CARGO
JSC «ORENBURG AIRLINES»
(JSC «ORENAIR»)**

03/03-01-14

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List of Effective Sheets

Chapter	No.	Page	Revision	Date
Cover page	-	1		10.04.14
Amendment record sheet	-	2	-	10.04.14
List of effective sheets	-	3	-	10.04.14
Contents	-	4-6	-	10.04.14
Terms and definitions	-	8-13	-	10.04.14
General provisions	1	14-15	-	10.04.14
Conditions for air carriage of passengers, baggage, cargo	2	15-23	-	10.04.14
Carriage of passengers	3	23-38	-	10.04.14
Carriage of baggage	4	38-52	-	10.04.14
Carriage of cargo	5	52-64	-	10.04.14
Administrative formalities	6	64-66	-	10.04.14
Termination of contract for carriage of passengers and cargo by mail	7	66-67	-	10.04.14
Refunds	8	67-68	-	10.04.14
Rules of passenger behavior	9	68-70	-	10.04.14
Liability of the carrier, passenger and consignor	10	70-72	-	10.04.14
Submission of claims, actions and suits	11	72-74	-	10.04.14

CONTENTS

TERMS AND DEFINITIONS.....	7
CHAPTER 1 GENERAL PROVISIONS	13
Article 1.1 General requirements	13
Article 1.2 Legal regulation	13
Article 1.3 Modification of rules	14
CHAPTER 2 CONDITIONS FOR AIR CARRIAGE OF PASSENGERS, BAGGAGE AND CARGO	14
Article 2.1 Agreement for air carriage of Passengers, baggage, cargo.....	14
Article 2.2 Traffic documents	15
Article 2.3 Timetable, change of timetable. Delay, cancellation of flight.....	15
Article 2.4 Flight route, change of flight route, date and time of departure	16
Article 2.5 Provision of services and information	16
Article 2.6 Reservation of carriage of Passenger, baggage, cargo.....	17
Article 2.7 Reservation annulment for a route segment.....	22
Article 2.8 Fares, taxes, charges and discounts	19
Article 2.9 Charter operations.....	20
CHAPTER 3 CARRIAGE OF PASSENGERS.....	21
Article 3.1 The passenger ticket and baggage check	21
Article 3.2 Lost, damaged or invalid Tickets.....	21
Article 3.3 Transfer of Passenger Ticket	23
Article 3.4 Period of validity of the Passenger Ticket	23
Article 3.5 Pre-flight baggage and Passenger check-in	24
Article 3.6 Service of Passengers on board the Aircraft.....	26
Article 3.7 Placement of passengers	
Article 3.8 Passengers' break during the journey	28
Article 3.8 Carriage of Passengers traveling with concessions	28
Article 3.10 Carriage of children	28
Article 3.11 Carriage of handicapped and ill Passengers	29
Article 3.12 Carriage of visually/hearing impaired Passengers.....	31
Article 3.13 Carriage of pregnant women.....	31
Article 3.14 Carriage Passengers with refused entry into the territory of a foreign state.....	32
Article 3.15 Carriage of the deported Passengers	35
Article 3.16 Carriage of executives of Ministry of Communication and Information, State Courier Service of Government, Federal Protective Service of the Russian Federation.....	35
Article 3.17 Carriage of officials	32
Article 3.18 Carriage of business class Passengers	33
Article 3.19 Carriage of transfer and transit Passengers.....	33
CHAPTER 4 CARRIAGE OF BAGGAGE	38
Article 4.1 General provisions	34
Article 4.2 Free baggage allowance.....	34
Article 4.3 Checked baggage	39
Article 4.4 Carry-on items (hand baggage).....	36
Article 4.5 Paid (excess) and oversized baggage.....	37
Article 4.6 The excess baggage receipt.....	37
Article 4.7 Carriage of baggage in the cabin	38
Article 4.8 Diplomatic baggage	38

General rules for carriage of passengers, baggage and cargo
JSC «Orenburg airlines»

Article 4.9 Baggage content requirements.....	38
Article 4.10 Carriage of weapons, ammunition and special equipment	41
Article 4.11 Carriage of pets and birds	42
Article 4.12 Declaration of baggage value	43
Article 4.13 Baggage packing.....	44
Article 4.14 Delivery of checked baggage.....	44
Article 4.15 Baggage storage and disposal.....	44
Article 4.16 Left, forgotten or mishandled baggage	45
Article 4.17 Transfer baggage carriage.....	50
CHAPTER 5 CARRIAGE OF CARGO.....	47
Article 5.1 General provision.....	47
Article 5.2 Air Waybill	47
Article 5.3 Cargo acceptance for carriage.....	48
Article 5.4 Declaration of cargo value	49
Article 5.5 Packing and marking requirements.....	49
Article 5.6 Carriage of Light-weight cargo.....	51
Article 5.7 Carriage of Heavy-weight and Oversized cargo.....	51
Article 5.8 Carriage of Perishable cargo.....	51
Article 5.9 Carriage of Live animals.....	52
Article 5.10 Carriage of Dangerous cargo	52
Article 5.11 Carriage of human remains (cargo «200»), animal remains.....	54
Article 5.12 Carriage of transfer cargo	54
Article 5.13 Delivery of cargo	55
Article 5.14 Storage and disposal of cargo	55
Article 5.15 Disposition of cargo.....	57
CHAPTER 6 ADMINISTRATIVE FORMALITIES.....	58
Article 6.1 General provisions	58
Article 6.2 Payment of fines and other expenses.....	58
CHAPTER 7 TERMINATION OF CONTRACT FOR CARRIAGE OF PASSENGERS AND CARGO BY AIR	59
Article 7.1 Denied boarding.....	59
Article 7.2 Unilateral termination of contract for carriage of Passengers and Cargo by air.....	59
CHAPTER 8 REFUNDS	60
Article 8.1 General provisions	60
Article 8.2 Refund procedure.....	60
Article 8.3 Refunds	60
CHAPTER 9 RULES OF PASSENGER BEHAVIOR	69
Article 9.1 General provisions	69
Article 9.2 Pre-flight preparation.....	69
Article 9.3 On board	69
CHAPTER 10 LIABILITY OF THE CARRIER, PASSENGER AND CONSIGNOR	62
Article 10.1 General provisions	62
Article 10.2 Liability of the Carrier	63
Article 10.3 Liability of the Consignor.....	64
Article 10.4 Liability of the Passenger	64
CHAPTER 11 SUBMISSION OF CLAIMS, ACTIONS AND SUITS	64
Article 11.1 General provisions	64

General rules for carriage of passengers, baggage and cargo
JSC «Orenburg airlines»

Article 11.2 Persons with the right to bring a claim in case of any breach of the contract for carriage of a passenger by air or a contract for carriage of cargo by air 64
Article 11.3 Deadline for claim submission 65
Article 11.4 Submission of claims in case of any breach of the Contract for carriage of a Passenger by air or a Contract for carriage of cargo by air 65

TERMS AND DEFINITIONS

AIRLINE – JSC "Orenburg Airlines"

AVIATION SECURITY – condition of protection from unlawful interference in aviation activities.

AGENT – physical or legal person, authorized to act on behalf of the Carrier for attraction of passengers, execution and sale of passenger carriage at the Carrier lines according to the executed Agent Agreement.

AUTHORISED AGENT – Agent of the Carrier, authorized according to the special document to perform additional actions connected with the service of passengers, including, but not limited to, refund, execution of duplicate and provision of other service functions.

COMMERCIAL ACT – document executed by the Carrier on request of the passenger, consignor or consignee and upon submission by one of them of traffic documents. Commercial act is executed upon baggage or cargo dispensing to certify the following circumstances:

1) nonconformity of actual description of cargo, its weight and number of items to the data indicated in the traffic documents;

2) damage to cargo;

3) short delivery or damage to baggage;

4) detection of baggage or cargo without traffic documents or traffic documents without baggage or cargo.

ACT OF UNLAWFUL INTERFERENCE – an unlawful act of violence, or a threat of such actions, committed by a person (group of persons) against an aircraft, passengers, air crew, ground staff and airport property, that constitutes a threat to the flight safety or to people's life and health.

PROPERTY IRREGULARITY REPORT – document made out by the Carrier or its Authorized agent in the presence of a passenger, or authorized representative of the latter, immediately any damage to baggage is discovered.

AIRPORT – complex of structures, including an aerodrome, air terminal and other structures designed for aircraft take-off and landing and for the provision of transportation by air, and having the facilities, aviation personnel and other workers necessary for these purposes.

TERMINAL AIRPORT (POINT) – the airport (or point), at which execution of the flight according to the timetable (flight plan) ends.

INTERNATIONAL AIRPORT – the airport which is opened for reception and departure of the Aircraft executing international flights, where customs, frontier, sanitary and other types of control take place.

AIRPORT (POINT) OF DESTINATION – the airport (or point) to which a passenger, or baggage or cargo, must be delivered according to a contract of air carriage.

STARTING AIRPORT (POINT) – airport (or point), from which the flight is scheduled to commence.

STOPOVER AIRPORT (POINT) – the intermediate airport (or point) at which a passenger according to the agreement of carriage by air temporarily interrupts his flight for more than 24 hours.

AIRPORT (POINT) OF DEPARTURE – the airport (or point) from which according to the agreement of carriage by air there begins (or continues) carriage of passenger, baggage or cargo.

AIRPORT (POINT) OF TRANSIT – the airport (or point) at which the aircraft lands for technical and/or commercial purposes and then continue its flight.

AIRPORT (POINT) OF TRANSFER – the airport (or point) specified in the passenger or consignor's document of transportation at which, according to an agreement of carriage by air, a passenger transfers (with a layover of up to 24 hours) onto another flight and at which baggage and cargo is transferred from one flight to another for further transportation.

BAGGAGE – passenger's personal items, including items kept by the passenger and hand baggage carried by the Carrier on the aircraft on the basis of the agreement of carriage by air.

BAGGAGE TAG – a document issued by the Carrier to facilitate the recognition (identification) of a passenger's checked baggage.

CHECKED BAGGAGE – passenger's baggage accepted by the Carrier for transportation under the liability of the Carrier and for which the Carrier issues a baggage check and a baggage tag.

BAGGAGE CHECK – traffic document evidencing carriage of Passenger baggage according to the agreement of carriage by air.

UNCLAIMED BAGGAGE – baggage that has arrived at the airport (or point) of destination specified on its baggage tag and has not been collected by a Passenger.

OVERSIZED BAGGAGE - a passenger's baggage, the sum of the three dimensions of which exceeds 203 cm when it is packed.

UNCHECKED BAGGAGE (HAND BAGGAGE) – Passengers' baggage apart from checked baggage that is labeled with a hand baggage tag and carried in the cabin, with the Carrier's approval. Carried on board the Aircraft by the Passengers.

EXCESS BAGGAGE – baggage above the weight limit of the free baggage allowance set by the Carrier, or chargeable baggage irrespective of the allowance indicated.

TRANSFER BAGGAGE – baggage that, in accordance with the agreement of carriage by air, is transferred at an airport (or point) of transfer from an aircraft making one flight onto an aircraft making another as part of the transportation.

HEAVY-WEIGHT BAGGAGE – a passenger's baggage, the sum of one item of which exceeds 203 cm.

TICKET (PASSENGER TICKET) - traffic document (both paper and electronic) confirming the conclusion of the agreement of carriage by air of the Passenger describing the conditions of such carriage.

HAND BAGGAGE TAG – document issued by the Carrier to facilitate the identification of a passenger's unchecked baggage.

BOOKING – reservation of passenger seat and carriage capacity for carriage of Passenger, baggage, cargo for a definite flight and date on board the Aircraft.

DOMESTIC CARRIAGE BY AIR – carriage by air, whereby the points of departure and destination and any other points of landing are located within the territory of the Russian Federation.

REFUND – the repayment to a Passenger or Consignor, or an authorized representative of either, of part or all of the cost of transportation, or other services they have paid for, if such transportation or services have not been performed, or have only been partly performed.

CARRIAGE BY AIR – the carriage of Passengers, baggage, or cargo on board the Aircraft, in accordance with the conditions of the agreement of carriage by air.

UNLOADING FROM THE AIRCRAFT – the process of removing baggage, cargo from the Aircraft after it has landed, under the supervision of the Carrier or Handling Company.

PASSENGER UNLOADING – the process of leaving the Aircraft by Passengers after its landing, under the supervision of the Carrier or Handling Company.

HAGUE PROTOCOL – the Hague Protocol amending the Warsaw Convention for the Unification of Certain Rules Relating to International Carriage by Air, 1955.

CARGO – property accepted for transportation on aircraft on the basis of the air waybill.

UNDOCUMENTED CARGO – cargo that has arrived at an airport without an air waybill or other required documents, cargo with indistinct labeling or without labeling.

OWNERLESS CARGO – cargo, the owner of which is not identified within 60 days, starting from the day it reaches the airport.

UNCLAIMED CARGO – cargo that is not collected within the time limit set by the Carrier, starting from the day the Consignee is notified of its arrival, confirmed by documents.

OVERSIZED CARGO – cargo, the dimensions of one or more items of which exceed those of the cargo hatches and cargo compartments of the passenger aircraft in which they are being transported.

BULKY CARGO – cargo, one cubic meter of which is less than sixty seven kilograms.

DANGEROUS CARGO - goods or substances that constitute a threat to the life and health of passengers, to flight safety, to the safety of property and to the environment if they are carried on aircraft, and are either listed or classified as dangerous cargo in accordance with the international agreements of the Russian Federation.

PERISHABLE CARGO – goods and substances which incur spoilage upon the expiry of the definite period of storage or in case of negative thermal effect, humidity or other environmental conditions.

TRANSFER CARGO – cargo that, in accordance with the agreement of carriage by air, is transferred at an airport (or point) of transfer from an aircraft making one flight onto an aircraft making another as part of the transportation.

HEAVY-WEIGHT CARGO – cargo, at least one item of which weighs 80 kg or more.

LOST CARGO – cargo which has not arrived with the flight which was indicated in the cargo manifest.

VALUABLE CARGO - the currency in banknotes or coins, stocks, bonds and other securities, and credit cards, jewelry, precious metals, precious or semiprecious stones, including industrial diamonds. Valuable cargo requires special conditions of transportation by air and is accepted for transportation in accordance with the international agreements of the Russian Federation, regulative acts of the Russian Federation, legislation of the country at/from or through the territory of which the transportation of such cargo is performed.

AIR WAYBILL – traffic document confirming the conclusion of the agreement of carriage by air of cargo, the conditions of such carriage, and the acceptance of the cargo for carriage.

CARGO SHIPMENT – one or more items of cargo which are simultaneously accepted by the Carrier from one Consignor and are delivered according to one air waybill to the address of one Consignee.

CARGO BATCH – cargo accepted for transportation from one Consignor and is delivered to the address of one or several Consignees according to several air waybills.

CARGO MANIFEST – document which specifies cargo shipments performed en-route certain flight. Is executed by the Carrier or its Agent.

CONSIGNOR – legal or physical entity that has concluded the agreement of carriage by air with the Carrier and is specified in an air waybill as the Shipper of the cargo.

CONSIGNEE – legal or physical entity that is specified in an air waybill as the cargo recipient.

DAYS – full calendar days, including Sundays and official holidays. To determine terms of validity of traffic documents, acts and other documents, and also to determine terms of transportation end, period of limitation or period of claim submission, calculation of days begins from 00 hours of the day, following the day, when the event happened or action was performed, and the remaining hours of the this day is not taken into account. If the end of any terms, indicated earlier, falls to Sunday or holiday, expiry of period is determined by the day, following it.

AGREEMENT FOR CARRIAGE OF CARGO BY AIR – agreement according to which the Carrier is liable to deliver entrusted to him by the Consignor cargo to the point of destination and forward it to the person authorized for receipt of such cargo (Consignee), and Consignor is liable to pay carriage of cargo according to the established charge.

AGREEMENT FOR CARRIAGE OF PASSENGER BY AIR – agreement according to which the Carrier is liable to carry Passenger to the point of destination, with the provision of seat on the Aircraft executing flight, indicated in the ticket, and in case of carriage of baggage by the Passenger, carry such baggage to the point of destination and forward it to the Passenger or to the person authorized for receipt of such baggage. Passenger is to pay for air carriage, and for baggage in case of baggage above the weight limit of the free baggage allowance. Agreement for carriage of passenger by air is witnessed by the ticket and baggage check.

AIRCRAFT CHARTER CONTRACT – agreement according to which one party (the Carrier) is obliged to provide the other party (the Charterer), in return for payment, with all or part of one or more aircraft for the performance of one or more flights transporting passengers, baggage and cargo.

PRE-FLIGHT SECURITY CHECK – inspection of hand baggage, baggage and Passengers, Aircraft, cargo, air crew and on-board supplies, aimed at discovering substances and articles prohibited on Aircraft (explosives, flammables, radioactive or poisonous substances, weapons, ammunition, narcotics, etc.) for reasons of aviation safety.

SINGLE CARRIAGE – carriage of Passengers, baggage and cargo executed from the airport of departure to the airport of destination by several Carriers according to one traffic document (including according to the issued together with the traffic document other additional traffic documents), is regarded as single carriage irrespective of whether transfer, overload or break during carriage.

EXCESS BAGGAGE RECEIPT – document, executed by the Carrier or its authorized agent and confirming payment by a passenger for the transportation of baggage heavier than the weight limit of the free baggage allowance set by the Carrier, valuable baggage, or another baggage, which is subject to additional payment, which is used by the Carrier or its authorized agent.

MISCELLANEOUS CHARGES ORDER – document confirming payment of charges and services, which is used by the Carrier or authorized agent.

CONVENTION FOR THE UNIFICATION OF CERTAIN RULES RELATING TO INTERNATIONAL CARRIAGE BY AIR, (Warsaw, 12.10.1929) (WARSAW CONVENTION) – international agreement, regulating international carriage by air. Convention specifies contents and procedure of use of traffic documents. Convention determines carrier responsibility for damage caused to the life and health of the Passenger, disposal, loss, damage of baggage and cargo, and also damages for any delays during carriage by air.

CONVENTION ON INTERNATIONAL CIVIL AVIATION (Chicago, 07.12.1944) – international agreement according to which International Civil Aviation Organization was established. The Russian Federation is the participant of this Convention.

CONVENTION ON DAMAGE CAUSED BY FOREIGN AIRCRAFT TO THIRD PARTIES (Rome, 07.10.1952) – international agreement, establishing the limits of liability. The Russian Federation is the participant of this Convention.

CONVENTION FOR THE SUPPRESSION OF UNLAWFUL ACTS AGAINST THE SAFETY OF CIVIL AVIATION (Montreal, 23.09.1971) – international agreement on measures to suppress unlawful acts against the activity of civil aviation and on measures taken by the countries in such cases. The Russian Federation is the participant of this Convention.

LABELLING – text, symbols and pictures on packing.

AIR-ROUTE – the airports (or points) of departure, transfer, layover and destination, listed in sequence on a passenger Ticket (or, in the case of transportation of cargo, an air waybill).

INTERNATIONAL AIR TRANSPORT ASSOCIATION (IATA) – non-government international organization, working out recommendations concerning the level, construction and rules of charges application, joint conditions of carriage, including standards of Passenger service.

INTERNATIONAL VETERINARY HEALTH CERTIFICATE – document issued by the frontier veterinary service of the airport in exchange for veterinary certificate (Form 1, containing

information of prophylactic immunization, state of health of the animal and sanitary and epidemiological situation in the region of residence) and license from the dog breeding club (cat club) for carriage of the animal.

INTERNATIONAL CARRIAGE BY AIR – transportation whereby the points of departure and destination are located:

in the same country, if the journey involves landing in another country;

in two different countries.

INTERNATIONAL CARRIAGE BY AIR, FALLING WITHIN WARSAW CONVENTION – carriage with point of destination and point of departure, irrespective of the interruption during carriage or overload, situated on the territory of two countries – participants of the Convention or on the territory of one and the same country – participant of the Convention, if the interruption is stipulated on the territory of the other country even if this country is not a participant of the Convention. Carriage without such interruption between two points situated on the territory of one and the same country – participant of the Convention shall be not determined within the limits of Warsaw Convention as international.

INTERNATIONAL CIVIL AVIATION ORGANIZATION (ICAO) – global intergovernmental organization founded on the basis of the Convention on International Civil Aviation signed in Chicago on 7 December 1944, with the aim of facilitating the safety and regulated development of international civil aviation throughout the world.

IRREGULARITIES DURING CARRIAGE – unprecise shipping labeling, absence of shipping labeling, breach of package, breach of seal, cargo without documents, documents without cargo, absence of cargo indicated in the cargo manifest or absence of cargo sheet, shortage, damage (spoilage) of cargo.

HANDLING COMPANY – organization conducting airport or other activity in providing handling for Passengers, baggage, cargo, having contract relationship with the Carrier and authorized on behalf of the Carrier to perform all necessary actions and execute documents in the airport with regard to arrival, departure and handling of the Aircraft of this Carrier, Passengers, baggage, cargo.

MISCELLANEOUS CHARGES ORDER (MCO) – payment document issued to the passenger by the Carrier or its authorized agent for payment for the ticket.

LAYOVER – a temporary break in the transportation at a point between the points of departure and destination, agreed between the passenger and the Carrier.

PASSENGER – a person, with the exception of members of the crew, transported or to be transported on an aircraft according with a contract of carriage by air.

TRANSIT PASSENGER – a Passenger who, according to a contract of carriage by air, is transported to an intermediate airport and then continues his/her journey on the same flight.

TRANSFER PASSENGER – a passenger who, according to a contract of carriage by air, is transported to an airport (or point) of transfer on one flight and then continues his/her journey on a different flight of the same or the other Carrier en transportation route. Transportation of transfer passengers is performed according to the contracts between the Carriers.

PASSENGER COUPON – a part of a passenger ticket that confirms the conclusion of the agreement of carriage by air or the provision of other services by the Carrier.

CARRIER – operator who has license for carriage of passengers, baggage, cargo and mail on the basis of the agreement of carriage by air.

PERIOD FOR CARRIAGE OF BAGGAGE, MAIL OR CARGO – period of time from the moment of baggage, mail and cargo acceptance till its delivery to the Consignee or other authorized person.

PERIOD OF PASSENGER CARRIAGE – period of time from the moment of Passenger outgoing to the apron of the airport for getting on board the Aircraft till the moment Passenger leaves the apron under the supervision of the authorized persons of the Carrier.

APRON – часть летного поля гражданского аэродрома, предназначенная для размещения воздушных судов в целях посадки и высадки Пассажиров, погрузки и выгрузки багажа, груза, почты, а также других видов обслуживания.

FLIGHT COUPON – a part of a passenger ticket that gives Passenger the right (providing he/she has a passenger coupon) to travel by air between the point (or airport) of departure and point (airport) of destination.

CLAIM – a demand put in writing to the Carrier by an interested party for compensation of damages, payment of penalty, fine, compensation of moral distress in connection with improper execution of obligations subject to the agreement for air carriage of Passengers, agreement for air carriage of cargo/mail, obligations, established by the laws and also in connection with the breach of legal rights of such interested party.

FLIGHT – a flight by an aircraft (scheduled or unscheduled), made in one direction from the route's point of departure to its final point.

ADDITIONAL FLIGHT – an unscheduled flight by an aircraft along a route on which scheduled flights are operated.

SCHEDULED (REGULAR) FLIGHT – a flight by an aircraft along a transportation route according to the established timetable.

CHARTER FLIGHT – a flight of the Aircraft performed according to an aircraft charter agreement.

HAND BAGGAGE – items carried by Passenger in the cabin of the Aircraft.

CHARGE – a fee established by the Carrier or other authorized bodies and charged for additional services connected with the carriage by air of passengers, baggage and cargo.

DISCOUNT – established by the rules of the Carrier decrease of the published rate for carriage of Passengers, baggage, cargo, mail.

CUSTOMS CONTROL DURING INTERNATIONAL CARRIAGE BY AIR – control of movement across the customs border of the Aircraft and cargo, baggage and hand baggage, persons traveling on these Aircraft, currency and currency valuables for the purpose of economical defence of the country and provision of accomplishment of tasks of its foreign economic activity.

FARE (MAIN, BASIC) – amount of money approved in accordance with the established procedure by the Carrier, imposed by the Carrier for air transportation of one Passenger and his baggage within the limits of free baggage allowance, with the provision of the corresponding service to such Passenger, or for the unit of weight/baggage item, unit of weight/cargo item for a definite distance.

NORMAL FARE – a fare corresponding to a class of service, valid with no limitations for one year (with the exception of seasonal fares, which are valid only within their season).

PUBLISHED FARE – fare registered in accordance with the established order by the state bodies and published in the tariffs book.

THROUGH FARE – fare used for payment of carriage en whole traveling route having several places of landing.

SPECIAL FARE – a fare other than the normal fare.

CHAPTER 1 GENERAL PROVISIONS

Article 1.1 General requirements

1.1.1. These Rules are worked out in accordance with the Convention for the Unification of certain rules relating to international carriage by air (Warsaw, 12.10.1929), other international agreements of the Russian Federation, Air Code of the Russian Federation, Federal Aviation Rules «General rules for carriage of passengers, baggage, cargo and requirements for service to passengers, consignors and consignees», approved by Order of the Ministry of Transport of Russia № 82 of 28.06.2007, other regulatory acts of the Russian Federation, and also recommendations of International Air Transport Association (IATA) and International Civil Aviation Organization (ICAO).

1.1.2. These rules shall determine the conditions of air carriage of Passengers, baggage, cargo, rights and obligations of the Carrier – JSC «Orenburg airlines» (JSC «ORENAIR»), other persons, participating in the organization and support of air carriage, and also Passengers, Consignors and Consignees.

1.1.3. These Rules shall be applied during domestic and international carriage of Passengers, baggage, cargo according to the timetable of the aircraft movement and additional flights (regular flights) and flights according to the Aircraft Charter Agreement (charter flights).

1.1.4. Carriage of the Air company employees and other categories of staff passengers shall be regulated by these Rules, the Orders of General Director of the Air Company and also Rules of use of the annual employees' tickets effective within the Air company.

1.1.5. Any questions with regard to these Rules and other normative documents published in furtherance of these Rules shall be settled by the officials of the Carrier, his Authorized agents or officials of the Handling Company.

Article 1.2 Legal regulation

1.2.1. The parties rights, obligations and responsibilities deriving from the agreement for carriage by air of passengers, baggage and cargo, are regulated by:

- conventions on international carriage by air and also provisions of current international contracts and agreements of the Russian Federation;
- the Air Code of the Russian Federation and other legislative acts of the Russian Federation;
- current rules;
- agreements with the Carrier as one of the parties, including agreement for air carriage of Passenger and agreement for air carriage of cargo.

1.2.2. The transportation of passengers, baggage and cargo, performed in accordance with the current rules, is subject to the relevant mandatory decrees, regulations and prescriptions of the competent authorities of the country, into, out of or through the territory of which the journey is being made.

Passenger, Consignor, Consignee shall observe the laws of the Russian Federation, international contracts of the Russian Federation and the legislation of the country, into, out of or through the territory of which there performed carriage of Passengers, baggage and cargo concerning carriage of Passengers, baggage and cargo, observance of the requirements on flight safety, aviation security, and also requirements connected with the frontier, customs, immigration, sanitary, veterinary, phytosanitary and other types of control in accordance with the laws of the Russian Federation.

1.2.3. If any of the provisions specified in these rules or in a traffic document prove inconsistent with the legislation of a relevant country and cannot be altered by the agreement of the parties to the agreement of carriage by air, such provisions shall remain in force and shall be considered part of the

agreement of carriage only to the extent that they are consistent with the legislation specified. The invalidity of any provision of these rules does not, however, render the other provisions in them invalid.

Article 1.3 Modification of rules

1.3.1. These rules, as well as any other rules, guidelines, instructions and documents regulating carriage by air published in elaboration of them, may be modified by the Carrier without giving passengers, cargo consignors and consignees prior notice. Modifications to these rules are effective from the moment they are officially approved, but do not apply to carriage that has already commenced at the time. These rules may be modified as a result of the requirements of current Russian laws and international treaties and agreements on air traffic.

1.3.2. The Carrier's representatives and agents providing services connected to the carriage by air of Passengers, baggage and cargo do not have the right to modify or waive the provisions of the conditions of carriage by air established by the Carrier.

1.3.3 These rules shall be kept in all departments of Carrier, on board of every Carrier's Aircraft, in ticket sales agencies and by all Airline representatives.

1.3.4 These rules cannot be copied and/or distributed completely or partially without consent of JSC "Orenburg Airlines".

CHAPTER 2 CONDITIONS FOR AIR CARRIAGE OF PASSENGERS, BAGGAGE AND CARGO

Article 2.1 Agreement for air carriage of Passengers, baggage, cargo

2.1.1. The carriage by air of passengers, baggage and cargo is performed by the Carrier according to an agreement of carriage by air and observance of these rules.

2.1.2. Under an agreement for carriage by air of a Passenger, the Carrier is obliged to transport the passenger to his/her point of destination, to provide the passenger with a seat on board the aircraft operating the flight specified on the ticket and, in the case of the carriage by air of baggage, to deliver that baggage to the point of destination and to hand it over to the Passenger or someone authorized by the latter to receive it. Passengers are obliged to pay for their carriage by air, as well as for that of any baggage they have that exceeds the free baggage allowance, and baggage subject to compulsory payment.

2.1.3. Under an agreement of carriage by air of cargo, the Carrier is obliged to deliver the cargo entrusted to it by the Consignor to its point of destination and to hand it over to the person authorized to receive it (the Consignee), and the Consignor is obliged to pay for the carriage by air of the cargo.

2.1.4. The agreement for carriage by air of a Passenger/cargo is acknowledged correspondingly by the ticket, baggage check, cargo manifest (traffic documents).

2.1.5. Conditions of the agreement for carriage by air of a Passenger/cargo are contained in the Air Code of the Russian Federation, current Rules and conditions of application of tariff in the traffic documents.

2.1.6. The carriage of passengers, baggage and cargo from an airport of departure to an airport of destination by several Carriers under a single traffic document (including any extra transport or payment documents issued with it) is considered a single act of carriage, whether or not any passenger or cargo transfer or break in transportation is involved.

Article 2.2 Traffic documents

2.2.1. The traffic documents are:

- for carriage of a Passenger (and baggage) - a passenger Ticket (paper or electronic form) (and baggage check);
- for carriage of baggage subject to additional payment - an excess baggage receipt;
- for carriage of cargo - an air waybill;
- for payment by the Passenger, Consignor or Consignee of charges and payments for services provided in connection with the fulfillment of the agreement for carriage by air - a Miscellaneous Charges Order (MCO).

Forms of the ticket, baggage check and air waybill are established by the authorized body in the sphere of civil aviation.

2.2.2. Execution of traffic documents is performed by means of entering necessary data into the electronic or paper form of the traffic document in the manual, automated or electronic mode. The ticket can be executed in the electronic form or on the paper medium.

Article 2.3 Timetable, change of timetable. Delay, cancellation of flight

2.3.1. Regular flights are performed in accordance with the established by the Carrier and published in the computer data base timetable of Aircraft movement.

2.3.2. Published timetable of the Aircraft movement shall include the following information with regard to each regular flight:

- airport of departure;
- airport of destination;
- airport (s) situated en transportation route and where according to the timetable landing of the Aircraft is provided;
- code of the Carrier;
- number of flight;
- days of week of flight execution;
- time of departure (local);
- time of arrival (local);
- period of flight execution;
- type (s) of the Aircraft.

Timetable of the Aircraft movement can also contain other information.

2.3.3. Timetable can be changed by the Carrier without prior notice of Passengers and Consignors. The Carrier has a right to cancel, postpone or delay time of the flight indicated in the Ticket or cargo manifest, change type of the Aircraft, flight route if it's required by the flight safety conditions and/or aviation security, and also by the requirements of competent government bodies.

2.3.4. In case of change of timetable of the Aircraft movement the Carrier shall take all necessary measures to inform Passengers, Consignors with whom there concluded the agreement for carriage by air of Passengers and cargo, of change of the Aircraft movement by any ways available to the Carrier, which the Carrier considers applicable, if such ones shall be possible in each definite case.

2.3.5. The Carrier shall take all reasonable measures depending on him to timely execution of carriage in accordance with the concluded agreement of carriage.

2.3.6. In case of impossibility to deliver Passenger or cargo by the flight indicated in Passenger Ticket (cargo manifest), and if such impossibility is not caused by the violation by the Passenger or Consignor (Consignee) of these Rules of carriage and/or conditions of the agreement for carriage by air, the Carrier as agreed upon with the Passenger or Consignor (Consignee) can:

- perform the carriage of this Passenger or cargo by another flight to the point of destination indicated in the traffic document;
- transfer it for transportation by another Carrier with the execution of Flight Interruption Manifest (FIM);
- organize carriage by another type of transport;
- execute refund in accordance with the established by the Carrier rules of air carriage.

2.3.7. The Carrier is not responsible for mistakes, falsifications or omissions in the timetables published by other legal entities without agreement with the Carrier.

2.3.8 The Carrier is not liable for the failure to notify Passenger about changes in a timetable, airport of departure/arrival, flight cancellation or changes in any other flight characteristics, if Passenger failed to provide his/her contact information while booking air carriage or the Carrier was unable to contact Passenger using his/her information after at least one phone call by the given telephone numbers (addresses, etc.), as well as in the case of incorrect contact information provided by Passenger. In these cases the Carrier will not reimburse Passenger for losses caused by no notification.

2.3.9 The Carrier is not liable for the connecting flights executed by another Carriers.

Article 2.4 Flight route, change of flight route, date and time of departure

2.4.1. Passengers, baggage and cargo shall be carried between the indicated in the traffic document in the established sequence airports (points) of departure, transfer (layover) and destination (hereinafter route of transportation). Change of route of transportation indicated in the traffic documents can be made upon agreement between the Carrier and Passenger, Consignor.

2.4.2. If the Carrier cannot perform transportation between the population centers mentioned in the document of carriage, it must offer the Passenger (or Consignor) an alternative route. Should the Passenger (or Consignor) reject that alternative, the Carrier must reimburse the cost of the flight in accordance with these conditions. In case of voluntary wish of the Passenger to flight en new route of transportation he gets the Ticket on a common basis.

2.4.3. If the Passenger (or Consignor) changes the route (date and time) of transportation after execution of the agreement for carriage by air of the Passenger, cargo, the Carrier can recalculate the cost of such transportation.

Article 2.5 Provision of services and information

2.5.1. The Carrier (including, through the Handling Company) shall provide to the Passengers (Consignors) in the airports and other check-in points, ticket sale agencies, on board the Aircraft with the services in connection with the provision and execution of carriage by air transport. Services provided shall be aimed at a high-grade service of Passengers, Consignors and Consignees. The services provided by the Carrier or its Handling Company are free or refundable.

2.5.2. The Carrier or Handling Company shall provide the Passengers in the airport with the following visual and/or audio information:

- time of departure and arrival of the Aircraft;
- location, time of opening and closing of check-in for a flight indicated in the ticket;
- location, time of opening and closing of Passenger boarding;
- delay or cancellation of flight and causes of such delay or cancellation;
- way of travel to the nearest population center between the airport and between the airports;
- rules and procedure of preflight and postflight check of Passengers and baggage;

- general rules for observance by the Passengers of the requirements connected with the frontier, customs, immigration, sanitary, veterinary, phytosanitary and other types of control in accordance with the laws of the Russian Federation;

- location of the room for mothers with children.

The Carrier can provide to the Passengers, Consignors (Consignees) other information according to these Rules.

2.5.3. The Carrier and the Handling Company in the airport provides the following services at no extra cost:

- check-in of Passengers and baggage for carriage ;
- transit of Passengers to the place of the Aircraft parking and organization of their boarding;
- transit of baggage to the place of the Aircraft parking, loading, accommodation and securing of baggage on board the Aircraft;
- provision of the Passengers exit from the Aircraft, transit of Passengers to the terminal building;
- baggage unloading, transportation and delivery of baggage to the Passengers.

2.5.4. In case of interruptions during carriage due to the fault of the Carrier, and also in case of flight delay, cancellation due to unfavourable meteorological conditions, technical and other reasons, change of transportation route, the Carrier and the Handling Company shall provide to the Passengers in the departure points and intermediate points the following services at no extra cost:

- room for mothers with children to the Passenger up to 7 years;
- two telephone calls or two messages by electronic mail in case of waiting for a flight for more than 2 hours;
- refreshment drinks in case of waiting for flight departure for more than 2 hours;
- hot meal in case of waiting for a flight departure for more than 4 hours and after that each 6 hours in the daytime and each 8 hours at night;
- accommodation in the hotel in case of waiting for a flight departure for more than 8 hours in the daytime and for more than 6 hours at night;
- transportation of passengers from the airport to the hotel and back;
- organization of baggage storage.

2.5.5. The Carrier shall provide the following information in the points of transportations sale and information reference centre at no extra cost:

- flight timetable, cost of air carriage on definite routes, including favourable conditions of carriage of children and other categories of Passengers;
- rules of carriage of Passengers, baggage and cargo, including rules of carriage of free allowance baggage, procedure of baggage screening, things and items prohibited for carriage by air and other special conditions of transportation in the scope established by these Rules of carriage;
- telephone numbers for getting necessary information;
- the Carrier can provide Passengers, Consignors (Consignees) with other information in accordance with these rules.

2.5.6. Information on the details of the documents of transportation in the name of a specific Passenger (or cargo), on check-in procedures at the airport of departure, and on take-off and landing, shall be provided only upon written requests from government bodies or enterprises, institutions and organizations, or private citizens, if such requests are considered justified.

Article 2.6 Reservation of carriage of Passenger, baggage, cargo

2.6.1. Reservation, i.e. booking of passenger seat and carriage capacity for carriage of Passenger, baggage, cargo for a definite flight and date on board the Aircraft is the obligatory condition of carriage by air of Passenger, baggage and cargo.

Reservation can be made, as a rule, by means of automated booking systems.

Reservation of passenger seat and carriage capacity for a Passenger supposes transportation of a Passenger and his baggage on a date, flight and route when such reservation was made. Reservation of carriage capacity for cargo supposes transportation of cargo on a date, flight and route when such reservation was made unless otherwise provided by the agreement of carriage by air of cargo.

2.6.2. Reservation is made by the Carrier, Agent and Passenger at the Ticket Sales Agencies or on the website: www.orenair.ru

2.6.3. Space can be reserved both via a personal application to the Carrier from the Passenger or Consignor, or from an agent authorized by either, and by telephone, fax, e-mail, and other means of communication.

2.6.4. A space reservation is valid only if it is entered into the Carrier's reservation system and made in accordance with the conditions established by the Carrier.

2.6.5. Reservation can be considered to be made after assignment by the electronic reservation system of a definite status: in case of reservation confirmation - «OK».

2.6.6. The possibility of modifying or canceling the reservation of space on the aircraft may be limited or removed in accordance with the fare rules established by the Carrier.

2.6.7. When the deadline for saving the reservation in the reservation system expires, the booking is cancelled without prior notice.

2.6.8. When space is being reserved, the Carrier does not offer the Passenger a specific seat in the cabin with a specific class of service. The Passenger is told his/her seat number by the Carrier or its Handling Company at check-in at the point (airport) of departure or on the website of the Carrier during check-in according to the rules of web-check-in.

2.6.9. When space is being reserved for the transfer transportation (overloading) of a Passenger, baggage, cargo in the airport of transfer, the Carrier or its Authorized agent must obtain confirmation that space has been reserved for all segments of transportation of a Passenger, baggage and cargo, including those flown by other Carriers.

2.6.10. Space is reserved and tickets are issued according to the Fares Application.

2.6.11. Reservation is considered provisional until the Carrier or an Agent authorized by it issues the Passenger (or Consignor) a completed document of transportation.

2.6.12. In particular cases established by the Carrier's conditions of carriage by air, the Carrier has the right to request the Passenger or Consignor to confirm the space earlier allocated for him/her for the required route, the departure date and time, and the required class of on-board service. Confirmation can be made by any means of communication or personally. Reservation can be annulled in case of nonfulfillment of the above-mentioned request.

2.6.13. When reserving space on an Aircraft, Passengers and Consignors must inform the Carrier or its Authorized ticket sales agent of the required flight route, departure date and time, number of seats and class of service, as well as, in case of Passengers, their nationality, plus any special conditions of carriage of them and their baggage, the name, weight and volume of cargo, plus any special features and conditions of carriage of cargo.

2.6.14. The Carrier and his Authorized agent do not have the right to pass on information received from the Passenger or Consignor to third parties, with the exception of cases stipulated by current Russian law and international treaties of the Russian Federation.

2.6.15. Special conditions requiring the Carrier's approval apply when reserving space for the carriage of:

- passengers with children under 2 years;
- children unaccompanied by adults *ребенка*, who will be transported under supervision of the Carrier;
- seriously ill Passenger;

General rules for carriage of passengers, baggage and cargo
JSC «Orenburg airlines»

- passengers on stretchers;
- passengers with hearing loss without accompaniment;
- passengers with vision loss with a guide dog;
- passengers with vision (or hearing) loss, without accompaniment, who will be transported under supervision of the Carrier;
- passengers with limited capabilities of movement during air transportation and/or with condition requiring special attention during service (Passengers with limited excursion);
- passengers with a weapon and/or ammunition;
- baggage exceeding established by the Carrier free allowance baggage (excess baggage);
- passenger's baggage, the sum of the three dimensions of which exceeds 203 cm when it is packed (oversized baggage);
- baggage with the weight of one item exceeding 32 kg (heavy-weight baggage);
- baggage which can be carried only in the cabin;
- the currency in banknotes or coins, stocks, bonds and other securities, and credit cards, jewelry, precious metals, precious or semiprecious stones, including industrial diamonds. (valuable cargo);
- cargo with the declared value;
- goods and substances which incur spoilage upon the expiry of the definite period of storage or in case of negative thermal effect, humidity or other environmental conditions (perishable cargo);
- goods or substances that constitute a threat to the life and health of passengers, to flight safety, to the safety of property and to the environment if they are carried on aircraft, and are either listed or classified as dangerous cargo in accordance with the international agreements of the Russian Federation (dangerous cargo);
- cargo with the weight of one item exceeding 80 kg (heavy-weight cargo);
- cargo, the dimensions of one or more items of which exceed those of the cargo hatches and cargo compartments of the passenger aircraft in which they are being transported (oversized cargo);
- cargo with the weight of one cubic meter less than 167 kg (bulky cargo);
- dogs, cats, birds and other small pets (domestic) animals (pets (birds));
- animals, birds, insects, fish, etc (poultry);
- cargo which requires special conditions of carriage ;
- human and animals remains.

2.7 Reservation annulment for a route segment

2.7.1 The Carrier has a right to annul reservation of space capacity without notifying Passenger or Consignor:

- a) if the Passenger or Consignor has not paid for the reservation by the deadline set or has not fulfilled other conditions established by the Carrier's fare rules;
- b) in case of change of space capacity of the Aircraft.

2.7.2 The Carrier has the right to annul a space reservation for a subsequent leg of journey without notice if the passenger has not used the space reserved for him/her on some segments of the journey and hasn't informed Carrier about his/her intend to continue carriage.

Article 2.8 Fares, taxes, charges and discounts

2.8.1. The air fare applies only to payment for the transportation of Passengers, baggage and cargo from the point of departure to the point of destination and is set by the Carrier. Fare doesn't

include ground transport handling between the airport and centre of the town, except when it's stipulated by the Carrier and provided without collecting of the additional fee.

2.8.2. The fare applied must be current on the day transportation is commenced. Should there be a change in the fare or the exchange rate used, any passenger ticket, baggage check or air waybill paid for by the Passenger (or Consignor) and issued before the Carrier's announcement of it shall remain valid, and the Passenger (or Consignor) does not need to pay a surcharge, if no change has been made to the contract of transportation by air. No changes to the fares or the Carrier's fare rules affect the conditions of the agreement for carriage by air if transportation has already commenced.

2.8.3. The Passenger has a right to change route of transportation except as otherwise provided by the special conditions of fare application for the original transportation or rules established by the Carrier.

2.8.4. If a passenger voluntarily changes his/her itinerary after transportation is commenced, he/she shall be issued a new ticket at the fare corresponding to the new itinerary. The fare for the new route shall be recalculated from the starting point of the itinerary, at the rate in effect on the day transportation was commenced. The sum of the additional payment is calculated as the difference between the original fare and the fare for the new route, including all required charges. If the fare for the new itinerary is less than the original fare, the difference between them shall be entered into an MCO or refunding at the place where the original ticket was acquired.

2.8.5. The procedure for calculating the taxes and charges to be paid by the Passenger is established by the relevant state authorities and/or by the Carrier and is told to the Passenger at the point of sale when the document of transportation is being made out.

Any tax or charge is paid by the Passenger in addition to the fare, unless otherwise stipulated by the Carrier's fare rules.

2.8.6. Air fare discounts are established by the Carrier's fare rules, which are pursuant to current Russian law and the regulatory documents of the federal civil aviation authorities.

2.8.7. Fares, taxes and charges are paid by the Passenger (or Consignor) in the currency of the country in which the document of transportation is issued, or in another currency established by the Carrier, if this does not contravene the currency regulations of the country of sale.

2.8.8. If payment for the transportation is made in a currency other than the one in which the fare is published, the equivalent in the currency of payment shall be calculated on the basis of the exchange rate that is published in the reservation system and is in effect when the document of transportation is being made out. This notwithstanding, the amount of the equivalent fare payment shall be additionally regulated by the Carrier.

2.8.9. Transportation can be paid on the basis of the advance payment. At that payment for the transportation can be performed at the point of transportation sale and issuance of the transportation document at the other point of transportation sale.

Article 2.9 Charter operations

2.9.1. Charter operations are performed by the Carrier subject to the Aircraft charter agreement made between the Carrier and the Charterer.

2.9.2. Charter operations are performed by the Carrier on the basis of the preliminary agreed flight plan with the observance of conditions of carriage s which are stipulated by the Aircraft charter agreement.

2.9.3. The Customer of charter flight (the Charterer) provides to the Passenger (Consignor) information concerning the conditions of charter flight and the necessity of the observance of Carrier rules.

CHAPTER 3 CARRIAGE OF PASSENGERS

Article 3.1 The passenger ticket and baggage check

3.1.1. The Ticket and Baggage Check (hereafter – Ticket) is a carriage document, confirming the conclusion of an air carriage agreement between the Carrier and Passenger.

3.1.2. Each Passenger is issued a separate Ticket. Use of the Ticket by a person not indicated in the Ticket is prohibited.

3.1.3. The Ticket can be issued in the electronic form (electronic Ticket) or on the paper medium (paper Ticket).

Paper Ticket shall consist of:

- agent coupon, audit coupon;
- flight and passenger coupon;
- reference pages containing information with regard to conditions of the agreement for carriage by air of the Passengers and his baggage on domestic (international) airlines, main rights, obligations and responsibility of the Carrier and the Passenger, on the articles and materials prohibited on the flight, as well as other information required by the passenger.

Electronic Ticket shall consist of:

- electronic flight coupons;
- route receipt.

3.1.4. The Ticket is issued on the basis of the document confirming passenger personality.

3.1.5. The Passenger can receive the issued Ticket or electronic Ticket route/receipt directly at the Carrier's or his Agent's points of carriage sales or choose the mode of delivery in coordination with the Carrier or his Authorized agent, or receive the electronic Ticket route/receipt independently in the way established by the Carrier or his Authorized agent.

3.1.6. In the passenger Ticket, the surname and name of the passenger (in full), number of the identifying document, should be compulsorily specified.

3.1.7. The passenger Ticket coupons contain information reflecting the passenger and his baggage carriage conditions between the points specified on a particular carriage route. Each coupon is valid for carriage of the Passenger and his baggage only in accordance with the indicated in the Ticket route of transportation, class of service, date and flight.

3.1.8. The passenger is allowed for carriage only on presentation of a Ticket properly issued and containing the corresponding flight coupon, other unused flight coupons and the passenger coupon (only for paper ticket).

3.1.9. Changes to the passenger Ticket at the Passenger's request are allowed with the consent of the Carrier and are made only by the Carrier or his Agent, according to the Carrier's applicable tariff rules.

3.1.10. The Carrier accepts flight coupons for carriage of a Passenger and baggage and also for refund of the payments, in the form of direct sequence from the point of departure as well as in case of breach of flight coupons sequence.

3.1.11. The passenger is obliged to keep the Ticket and all unused flight coupons during the trip and produce them to the Carrier or service organization at any time on demand.

Article 3.2 Lost, damaged or invalid Tickets

3.2.1. Passenger is checked-in for a flight on having a Ticket issued in a proper way.

3.2.2. The Carrier cannot admit the passenger for carriage before establishing the fact of conclusion of the passenger carriage agreement if:

- any part of the ticket is damaged;
- the Ticket is issued in the improper way;
- the Ticket coupons have corrections, not confirmed by the Carrier (Agent) in the established order;
- the corresponding flight coupon is absent;
- the Ticket (flight and passenger coupons) does not have the validatory markings of the Carrier (Agent);
- the Ticket is announced by the Passenger as lost;
- the Ticket produced was earlier declared as lost (stolen) or accepted as non valid;
- the Ticket is not issued by the Carrier, his Authorized Agent or other air company the Tickets of which can be considered valid by the Carrier.

3.2.3. The Carrier is obliged to take all reasonable measures depending on him for establishing the fact of conclusion of the passenger carriage agreement.

3.2.4. If it is established, that the air carriage agreement was not concluded, the Ticket is nullified, and the Passenger is disallowed for carriage. The Ticket considered as nullified, is cancelled by the Carrier (Authorized agent) with the drawing up of a report in which the reasons for recognition of the Ticket as void are specified.

3.2.5. The Duplicate is issued only after establishment of the fact of conclusion of air carriage agreement and on the condition that the Passenger will provide information, concerning the lost or damaged Ticket (place of purchase, date of purchase, route, flight number, date of departure), and also on the condition that the lost document was not used and no refund or exchange was performed.

3.2.6. Duplicate issuance fee is charged.

3.2.7. In separate cases, such as issue of carriage on forms of Interline-partners, on TKP or BSP forms, on issuance of carriage in the systems of booking which are distinct from system of booking of the Carrier, including on the Carrier's own letterheads, without issuing the automated mask, on approach by the passenger for less than 3 hours prior to closing of check-in for the flight, the process of establishment of the fact of conclusion of air carriage agreement can take a certain amount of time, in this connection the passenger is recommended to approach the Carrier beforehand on any problems that arise with the Ticket form. The Carrier undertakes to put all reasonable efforts possible to find out the fact of conclusion of air carriage agreement, however he does not bear responsibility, in case, if such fact cannot be established owing to not provision of the necessary information by interline-partners, BSP agents, TKP employees. If the fact of conclusion of air carriage agreement will be established after the closing of boarding, the Carrier will provide the given Passenger carriage for the route on the next flight on which there is an empty seat and carriage capacity in the same service class, which corresponds to the paid tariff, in accordance with the rules of the applied tariff.

3.2.8. The Duplicate of the Ticket is an exact copy of originally issued Ticket and is valid for carriage on the initial route. The duplicate of the Ticket is issued only on unused sectors of carriage and provided that validity of originally issued Ticket has not expired by the time of application submission for delivery of the duplicate.

3.2.9. The receipt for payment of excess baggage and the warrant for different fees, lost by the Passenger, are not restored; duplicates are not issued for them.

3.2.10. In case if the Carrier or Authorized agent of the Carrier is unable to issue the duplicate of the Ticket, the Passenger may be offered to purchase a new carriage document, on the condition of purchase of the new carriage document on the same route (or parts of the route) and tariff and issuing an "Application on loss of the passenger carriage document and return of funds", (except for cases when the lost Ticket is issued on the form of the interline-partner). After the establishment of the fact of conclusion of the initial Carriage agreement, the Carrier will return to the Passenger the sums of money unduly paid for carriage. Refund is made at the Carrier's Offices or on his assignment at the

offices of the Authorized agent according to the present Rules, provisions of carriage agreement, and also other internal rules and technologies of the Carrier.

3.2.11. The passenger with regard to whom the fact of conclusion of air carriage agreement with the Carrier had been established, after the actual departure of the corresponding flight on which the Passenger should have flown, may be offered either to take the next flight on which there is an empty seat and carriage capacity in the same service class, which corresponds to the paid tariff, or refund of money for the carriage not made (for the sum, which would have been paid to the Passenger on voluntary refusal of carriage) according to applied tariff rules and in the order established by the Carrier. Refund for the carriage not made under the lost Ticket issued on forms of the interline-partner, is made in the order established by the interline-partner.

Article 3.3 Transfer of Passenger Ticket

3.3.1. The Ticket is not subject to transfer and use by another person. Use of the Ticket by a person not specified in the Ticket is prohibited.

In case of presentation of the Ticket by the person, who has not been specified in the Ticket, the Ticket is confiscated by the Carrier and its cost is not returned to the bearer. In this case the Carrier makes a report with the indication of reasons on confiscation of the Ticket.

3.3.2. Return of cost of the Ticket in full or in part of the carriage not used is made to the person, who has been not specified in the carriage document, on presentation of a Power of attorney on behalf of the person, specified in the carriage document.

3.3.3. On use of the passenger Ticket or receipt of return of carriage cost by another person not specified in the carriage document, the Carrier does not bear responsibility before the Passenger, who has the right of carriage under this carriage document.

Article 3.4 Period of validity of the Passenger Ticket

3.4.1. The Ticket has the following period of validity:

- secured date of departure – during the whole period;
- with an open date of the return flight – 3 months from the date of ticket sale.

3.4.2. The Ticket, issued to the Passenger for a special tariff, is valid during the period stipulated by the Carrier's applied tariff rules.

3.4.3. The Ticket, issued to the Passenger at normal tariff can be accepted for exchange or refund in accordance with the applied tariff rules of the Carrier and subject to the following terms:

- within one year from the date of commencement of carriage;
- if none of the flight coupons are not used or the Ticket is issued with an open date, then it is valid within one year from date of Ticket delivery.

The Ticket issued to the Passenger for a special tariff can be accepted for exchange or refund according to requirements and conditions of applied tariff rules and within the terms established by the applied tariff rules of the Carrier.

3.4.4. The Ticket issued for a special tariff is valid for carriage only within the period established according to the applied tariff rules. At request of the Passenger the validity of the Ticket issued for a special tariff can be extended up to one year from the date of departure of the first flight coupon, if the carriage has begun, or from the date of the Ticket delivery if none of the flight coupons has been used. Surcharge is calculated on all the routes (to and fro) as per the tariff existing at the time of renewal if otherwise not stipulated by the rules of Carrier's applied tariffs.

3.4.5. Each flight coupon of the Ticket is valid for carriage of the Passenger between the places specified in it, on the corresponding service class.

If the Ticket is issued with an open date of return, then the booking of a passenger seat onboard the aircraft for the declared departure date is made on availability of empty seats in the given booking class within the validity of the passenger Ticket.

3.4.6. The Carrier may extend the period of validity of a passenger ticket at no extra cost to the Passenger if:

- the Carrier has cancelled the flight, stipulated in the Passenger's carriage document;
- the Carrier has not made the carriage of the Passenger on time indicated in the carriage documents in accordance with schedule (flight plan);
- the Carrier has not made the landing of the Aircraft at the destination airport stipulated in the Passenger's carriage document;
- the Carrier didn't provide reserved seats;
- the Carrier didn't provide class of service specified in the Ticket;
- carriage of the Passenger hasn't been completed due to the delay of Passenger in the airport as a consequence of long-lasting pre-flight inspection, if during inspection of baggage or personal inspection no items prohibited were found.

3.4.7. If the Passenger could not complete the flight during the validity of the Ticket owing to illness or illness of a member of the family flying together with him on the aircraft, then the Passenger has the right to address the Carrier with a request for the corresponding alteration in validity of the carriage agreement, and the Carrier, acting according to the regulations of the present rules of the Carrier and FAR «General rules for carriage by air of Passengers, baggage, cargo and requirements to service of Passengers, Consignors and Consignees», approved by the Order of the Ministry of Transport of Russia of 28.06.2007, № 82 , will renew the carriage agreement taking into consideration the medical documents provided by the Passenger.

3.4.8. If the Passenger could not complete the flight during the validity of the Ticket due to the fault of the Carrier, the validity of the Ticket shall be extended to the nearest flight, which can be used by the Passenger and where he can have separate seat of the corresponding service class.

3.4.9. If the Passenger, having an open ticket for departure, approaches with a carriage booking request, and the Carrier does not have the opportunity to provide a seat to the Passenger and carriage capacity during the ticket's validity, the Carrier or the Authorized agent should make a booking on the nearest flight on which there is a free passenger seat and carriage capacity of that service class, which corresponds to the paid service class.

Article 3.5 Pre-flight baggage and Passenger check-in

3.5.1. Passengers with a passenger Ticket must go through the check-in and baggage handling procedures and security checks at the airport of departure or at another point specified by the Carrier.

Passengers traveling on international routes must also go through customs and border controls, plus, where necessary, sanitation/quarantine, visa, immigration, veterinary, phytosanitary and other controls.

3.5.2. The Passenger is accepted for carriage in case of availability of the Ticket issued in a proper way.

3.5.3. The passenger should arrive in advance to the place of Ticket and baggage check-in for passing the established preflight formalities (check-in procedure, payment for excess baggage, pass customs, and border check and other formalities, registration of exit and entrance documents), and also boarding and loading of baggage on board the Aircraft.

3.5.4. Check-in for flights on JSC «Orenburg airlines» at the airport closes 40 minutes prior to the time of flight departure. Time of opening and closing of check-in in the city terminal is established separately and informed to the Passenger on issue of Tickets. Time of closing of check-in in the city

terminal is established taking into consideration the time necessary for conveyance of the Passenger and baggage to the airport of departure for boarding the Aircraft. Time of closing of the Aircraft boarding time is established at each airport, depending on its capacities, and is informed the passenger at check-in.

Passengers who are late for Passenger and baggage check-in will not be permitted on the flight.

Passengers who are late for closing of boarding time will not be permitted on the flight.

3.5.5. Check-in of Passengers and their baggage is performed on the basis of the ticket and document presenting proof of Passenger identity and also other documents stipulated by the laws of the Russian Federation, if applicable.

3.5.6. On international carriages the Passenger should have a duly issued exit, entry and other documents required according to the legislation of the country, on the territory, from the territory or through the territory through which the carriage will be made.

3.5.7. If necessary, passengers must also have with them documents verifying that they and their baggage require special conditions of carriage (a letter permitting a guardian to escort a child; a medical certificate; a veterinary certificate, etc.).

3.5.8. At check-in the Passenger is issued a boarding pass indicating the initials and surname of the passenger, flight number, date of departure, closing of boarding time for the flight and seat onboard the Aircraft. On necessity other information additionally can be specified in the boarding pass.

3.5.9. Passenger boarding on board the aircraft is made on presenting the boarding pass for the corresponding flight.

3.5.10. During check-in of Passengers and baggage the Passenger shall provide for weighting baggage designated for carriage, except items, indicated in point 135 of Federal aviation rules «General rules for carriage by air of Passengers, baggage, cargo and requirements for service of passengers, consignors and consignees», approved by the Order of the Ministry of Transport of Russia as of 28.06.2007 № 82:

- handbag or briefcase;
- file;
- umbrella;
- walkingstick;
- bouquet;
- outerwear;
- printed matter for reading in flight;
- baby food for feeding baby in flight;
- cell phone;
- camera;
- laptop;
- costume on holdall;
- cradle, stroller (they are used up to the boarding ramp and then are passed for carriage in baggage hold)
- crutches, stretchers, wheelchair for carriage of disabled.

Items given in this Article shall not be weighed, registered and tagged (except oversized cradle, stroller).

3.5.11. The Carrier is not responsible for issues concerning relations between the passenger and state services (customs, border, immigration, etc.) unless otherwise stipulated by international documents or the national legislative documents of the country of exit, transfer, stop-over or entry.

Nonetheless, the Carrier has the right to check all the required documents at check-in before accepting the Passenger and his/her baggage on the flight.

3.5.12. In order to provide safety of Passengers during flight, the baggage, including the items, which are with the Passenger, and cargo pass mandatory preflight check, and in case of need also post flight checks.

3.5.13. Preflight and post flight checks of the passenger, baggage, including the items, which are with the passenger, are made at the airport by authorized persons of aviation safety service and employees of law-enforcement organs on transport, who take part in conducting preflight and post flight checks.

3.5.14. Passengers with diplomatic status, possessing diplomatic immunity, and also messengers, accompanying correspondence, pass check in accordance with general practice, except for the cases stipulated by the legislation of the Russian Federation. Disabled passengers (on crutches, on wheel-chairs, on stretchers, passengers having implanted devices, stimulating heart operation) are subject to check manually, and persons accompanying them pass the check in accordance with general practice. The performance of a pre-flight security check does not exclude the possibility that other checks may be made as part of criminal investigations, court proceedings or other activities, by persons authorized to do so, following the procedure prescribed by Russian law.

3.5.15. Preflight check for the flight is done after passenger check-in, passing border, customs, sanitary-quarantine, immigration, veterinary, phytosanitary and other kinds of control.

3.5.16. On refusal of the Passenger for check, the Carrier has the right to cancel the agreement of an air carriage unilaterally with the reimbursement of amount paid for carriage according to the Carrier's present rules and the Carrier's tariff application rules.

Article 3.6 Service of Passengers on board the Aircraft

3.6.1. The Carrier must have on board the Aircraft enough trained personnel to service the Passengers, provide first aid and ensure flight safety, in accordance with current civil aviation standards and regulations.

3.6.2. The Carrier onboard the Aircraft provides the Passenger a complex of services depending on the type and equipment of the Aircraft, duration of its flight, time of the day during which the flight is made, and also the service class specified in the carriage document. The scope of services and sequence of their provision is determined by the Carrier.

3.6.3. The Carrier should provide on board the aircraft:

- information to the Passengers on the flight conditions and rules of behavior on board the Aircraft;
- information to the Passengers on the locations of the main and emergency exits, and also on the conditions of exit from the aircraft in emergency situations;
- information to the passengers on the locations of individual means of protection and inflated escape chutes in the aircraft cabin;
- provision of periodical press;
- musical and video service (in the Aircraft with corresponding equipment);
- cold and/or hot drinks and food;
- first-aid.

The above mentioned services shall not be paid for.

3.6.4. Food and hot drinks can not be provided, if the Passenger is informed about it before the agreement for carriage by air of the Passenger is executed.

3.6.5. Smoking on board the aircraft is forbidden during the whole flight. The Carrier has a right to impose a fine for smoking on board the Aircraft and in the other places connected with the service of Passengers.

3.6.6. For the purpose of provision of flight safety the Passenger shall react to all recommendations of the Aircraft crew, observe all requirements of present Rules and generally accepted rules of behavior.

3.6.7. While on board the Company's aircraft passengers are forbidden to:

1. cause situations threatening flight safety or life, health, honor and dignity of other passengers and crew, use any verbal insult or, all the more so, physical violence towards them;
2. take alcoholic drinks except for those offered on board by the Company;
3. smoke (Electronic cigarette too) at any time during the flight;
4. use safety equipment without special instructions of the crew;
5. at any time during the flight, use radio telephones, receiving sets, transmitting sets, TV-sets, remotely-operated games, wireless network devices (radio telephones are to be switched off even if they are in the hold or in hand luggage);
6. use laptops, portable computer printers, video cameras, movie cameras, playback units (tape-recorders, CD and cassette players and other laser devices), any cameras, electronic and video games, electric razors and devices with LEDs during taxi, take-off, ascent, descent and landing;
7. cause discomfort to other passengers and interfere with the crew's work;
8. damage the Company's property and/or remove it from the cabin;
9. stand up and move about the cabin during taxi, ascent or descent when the "Fasten Your Seatbelts" panel is on.

3.6.9 In case of violation of the requirements of the Aircraft crew, the Passenger bears administrative or criminal responsibility in accordance with the rules of international law and the laws of the Russian Federation or the country of residence.

Article 3.7 Placement of passengers

3.7.1 Passenger having a ticket shall take place according to the information indicated in the boarding pass or subject to the crew instructions.

3.7.2 The place at the wide rows with the access to the emergency exits in the economy class can be taken by passengers after paying a definite sum within the framework of the service «Choice of place on board the aircraft». Such service is provided to passenger during check-in. Such service is paid by the passengers via fixed rate and confirmed by Miscellaneous Charges Order. Paid service «Choice of place on board the aircraft» is delivered only on regular flights JSC «Orenburg airlines».

3.7.3 Passengers placed at seats with the direct access to emergency exits shall not block the aisles via hand luggage and personal belongings that can be an obstacle during evacuation.

3.7.4 The following categories of passengers are prohibited to be placed at seats with the direct access to the emergency exits:

- children up to 18 years, including passengers with small children and babies;
- passengers with reduced mobility, including overweight passengers, who use additional seat belt during the flight;
- old and diseased passengers, including passengers who use oxygen equipment during the flight;
- passengers with poor eyesight, hearing (using glasses, contact lens or hearing devices) or with significant speech defects;
- pregnant women;
- arrested or deportee passengers;
- passengers carrying pets in their hand baggage.

Article 3.8 Passengers' break during the journey

3.8.1. The Passenger as agreed upon with the Carrier can stop his journey in the airport (point), specified in the Ticket, where according to the agreement for carriage by air time between arrival and departure of the Passenger to and from airport consists more than twenty four hours (airport of layover). Passenger shall inform the Carrier of his intention to make a stop on purchasing the Ticket. Such stopover shall be indicated in the Ticket.

3.8.2. Passenger stopovers enroute are permitted within the limits of validity of the Passenger Ticket provided they are approved in advance by the Carrier or his Agent, and specified in the passenger Ticket, based on calculation of cost of carriage, and during international carriage also are resolved by aviation (state) authorities of that country where these stops are to be made.

3.8.3. If on issue of the Passenger Ticket, the Passenger had not declared a stopover at the intermediate airport, but had wished to make such a stopover and had declared it at the transit airport, then such stopover shall be considered as a voluntary abandonment of the Passenger of carriage, except the cases, specified in point 227 of Federal Aviation Rules «General rules for carriage by air of passengers, baggage, cargo and requirements to service of passengers, consignors and consignees», approved by the Order of the Ministry of transport of Russia of 28.06.2007 № 82, and further transportation can be continued after corresponding change of the agreement for carriage by air of the Passengers, with payment of all relevant charges and fines.

3.8.4. In case of issuance for a Passenger of a special tariff Ticket, breaks during journey are made considering limitations or prohibitions of breaks during journey in accordance with the rules of application of such tariff.

Article 3.9 Carriage of Passengers traveling with concessions

3.9.1. Certain categories of people have the right to travel by air with concessions, in accordance with Russian law and the conditions of carriage by air established by the Carrier.

3.9.2. Documents of transportation of passengers receiving state benefits are made out individually upon presentation of documents confirming the passenger's right to concessionary carriage by air established by Russian law and with the Carrier's written approval.

3.9.3 Passenger can acquire Information about concessions in ticket agencies and from representatives of JSC "Orenburg Airlines".

Article 3.10 Carriage of children

3.10.1. Exit of the young person from the Russian Federation is made in accordance with the laws of the Russian Federation.

Exit of the young person from the Russian Federation is made as a rule together with one of the parents, adoptive parents, guardians or custodians. In case of unaccompanied exit of the young person from the Russian Federation, he shall have passport and notarized statement of the consent of the above mentioned persons for exit of the young citizen of the Russian Federation with the indication of date of exit and state (s) which will be spent.

3.10.2. On check-in of the passenger Ticket and during the check-in procedure of the child, it is necessary to show the Carrier a document confirming the child's age. The child's age is considered on the date of commencement of carriage from the initial point of departure specified in the carriage document. The Carrier or his Agent should indicate the date of birth of the child in the child passenger's Ticket.

Numbers of the carriage documents of a child shall be written down in to the relevant carriage documents of the adult person or person, which acquired full legal capacity before 18 years pursuant to the Civil Code of Russian Federation, accompanying such child.

3.10.3. An adult passenger or person, which acquired full legal capacity before 18 years pursuant to the Civil Code of Russian Federation, has the right to carry one infant of age up to two years free of charge on internal carriage or on international - at a discount of ninety percent from the normal or special tariff, if special conditions of application of the special tariff are absent, without providing a separate seat. If the infant below two years of age is to be carried, as per the request of the accompanying passenger, in a separate seat, such an infant is transported at a discount of fifty percent from the normal or special tariff, if special conditions of application of the special tariff are absent. Other children of age below two years, and also children in the age from two to twelve years are carried at a discount of fifty percent from the normal or special tariff, provided that conditions of special tariff application are absent and there allowed free carriage of baggage according to the established rules. Free baggage allowance doesn't cover children up to two years without separate seat.

3.10.4. Children of age from 7 to 12 can be carried without accompaniment of an adult Passenger or person, which acquired full legal capacity before 18 years pursuant to the Civil Code of Russian Federation, under supervision of the Carrier.

Unaccompanied children of age from 7 to 12 can be carried under supervision of the Carrier only after execution by the parents, guardians or custodians of a statement of obligation for the carriage of an unaccompanied child made according to the rules of the Carrier. In case of international carriage, notarized consent from the child's parents or guardians for the child to travel unaccompanied on an international flight operated by the airline is also required. By request of the parents, adoptive parents, guardians or custodians carriage under the supervision of the Carrier can be applied to the children up to 14 years.

3.10.5. Carriage of unaccompanied children is permitted only with a confirmed flight reservation.

3.10.6. The fare for an unaccompanied child aged from 7 to 12 is 100% of the adult fare. The Carrier provides to the child a separate seat in the passenger cabin and allows free carriage of baggage according to the established rules.

3.10.7. In case of voluntary or involuntary change by the Passenger accompanying a child of the conditions of the agreement for carriage by air of the Passenger after carriage has commenced, child's Ticket is reissued (exchanged) according to the tariff corresponding to the child's age on the date of commencement of carriage from the starting point of departure.

3.10.8 It's prohibited to allocate unaccompanied children near the emergency exits, hatches, galleys and lavatories.

3.10.9 The maximum number of unaccompanied children shall not exceed 2 (two) per one flight.

Article 3.11 Carriage of handicapped and ill Passengers

3.11.1 The Passenger shall determine the possibility of use of air transport depending on the state of his health and inform the Airline accordingly.

The Carrier is released of any liability for deterioration of Passenger's health or other consequences occurred during the flight or thereafter, caused by the age, mental or physical condition of the Passenger.

3.11.2 The citizen of the Russian Federation, who is recognized by court as disabled, is entitled to leave the territory of the Russian Federation by the application of parents, adoptive parents or guardians, accompanied by the person of majority age, who is able to ensure the security of disabled citizen of the Russian Federation as well as security of surrounding persons.

3.11.3 Passengers with physical disability and dysfunction shall not be required to show any certificates of health or disability.

3.11.4 Carriage of handicapped persons with wheelchairs (power driven wheelchair, folding wheelchair), on litters who are deprived of ability to move independently on board of an aircraft, shall be performed in accordance with valid regulatory documents. In case of absence of technical facilities and equipment handicapped passengers and passengers with reduced mobility shall not be denied boarding.

3.11.5 In case physical and/or mental condition of the Passenger requires special conditions of carriage or may threaten the safety of other Passengers, the Carrier may refuse to carry such Passenger on the flight. The carriage of such Passenger shall be agreed in advance and confirmed by the Carrier not less than 36 hours before flight departure.

3.11.6 The carriage of passengers on stretchers requires at least 72 hours advance notice before the departure of the flight entails the purchase of extra seats.

3.11.7 The carriage of infected persons and wounded passengers (except for wounded passengers with medical clearance) is prohibited. In such case the Carrier does not bear responsibility for deterioration of Passenger's health or other consequences occurred during or after the carriage.

3.11.8 In case of carriage of the handicapped persons with wheelchair (folding wheelchair), ill passengers and passengers on the stretcher, the Carrier or its Service Company shall provide the destination point (intermediate landing point) with a prior notification of carriage of such Passengers onboard in order to take appropriate actions to carry them from (on) board the aircraft.

3.11.9 The drugs, folding chair (wheelchair), stretchers and crutches of ill and handicapped persons are carried free of charge and not included into free baggage allowance.

3.11.10 In case of carriage of handicapped person in power driven wheelchair, the wheelchair shall be carried on the Aircraft as registered baggage. The Passengers of this category shall be temporarily provided with a wheelchair to move around passenger cabin without help. In case of carriage of Passenger with wheelchair, the Carrier shall inform the destination or landing point accordingly to ensure that such Passenger is immediately provided with a wheelchair upon arrival. The information shall include the name of the Passenger, location of the wheelchair and separately placed electric batteries.

3.11.11 The Carrier or its Service Company shall by carriage of the handicapped persons in wheelchair (folding wheelchair), ill passengers and passengers on the litter preliminary inform destination point (intermediate landing point) of carriage of such Passengers for taking actions on their delivery on (from) board of an aircraft

3.11.12 The rules of article 3.11.7 shall not be applied to carriage of the diseased (handicapped) passengers on the Aircraft operating special charter flights.

3.11.13 If the diseased passenger needs oxygen onboard the aircraft for medical purposes, the carriage of a small bottle with gas oxygen up to 10 kg is allowed provided that such diseased passenger travels an accompanying person and carriage of oxygen is agreed with the Carrier in advance (special request OXYG has been confirmed during booking). Bottles with liquid oxygen shall not be accepted for carriage.

3.11.14 The following conditions shall be observed in case of carriage of passengers on flights of JSC "Orenburg Airlines" requiring use of gas oxygen or air due to medical parameters:

-carriage of the diseased passengers shall be performed in the cabin only with the accompaniment of medical officer;

-oxygen bottle shall have marking and number assigned to this equipment;

-passenger or medical officer shall have relevant written permit with indication of oxygen bottle number and terms allowing carriage of such equipment in the passenger cabin;

-carriage of oxygen bottles shall be regulated by the rules specifying carriage of hand luggage of the Airlines;

-carriage of oxygen bottle in the passenger cabin in the absence of the diseased passenger is prohibited.

-observance of safety precautions with regard to use of oxygen bottle shall be controlled during the whole flight:

-do not admit oil and open fire in the area of oxygen equipment use;

-exclude cases of fall and sharp blows of oxygen bottle;

-use of oxygen bottle shall be controlled by medical officer.

Article 3.12 Carriage of visually/hearing impaired Passengers

3.12.1. Advance booking for visually/hearing impaired Passengers is a compulsory condition of carriage.

3.12.2. Visually/hearing impaired Passenger shall be carried with/without the accompanying person. Visually impaired Passenger can be also accompanied by a guide-dog.

3.12.3. Guide-dog shall have certificate of a special training and veterinary health certificate.

3.12.4. Carriage of visually impaired Passenger accompanied by guide-dog is carried out in passenger compartment of economy class only.

3.12.5. In case of carriage of visually impaired Passenger accompanied by guide-dog, the dog shall be carried on board of the flight free of charge, in excess of free baggage allowance.

3.12.6. Passenger accompanied by guide-dog is seated only in the back row of economy compartment. The dog shall have the muzzle and the lead on and shall be attached to the chair at the feet of the passenger it accompanies.

3.12.7. In case of carriage of visually/hearing impaired Passenger, special conditions of meeting such Passenger should be stated in telegram.

Article 3.13 Carriage of pregnant women

3.13.1. Pregnant women with the duration of gestation as of the date of flight exceeding 35 weeks – 1 foetus, 32 weeks – 2 foetus are not accepted on board the Aircraft.

3.13.2. Pregnant women with the duration of gestation as of the date of flight exceeding 35 weeks – 1 foetus, 32 weeks – more than 1 foetus are accepted on board only upon presentation by them to the Carrier of a medical statement from a medical institution (issued less than 7 days before carriage) confirming that they are healthy enough to fly on the date specified on the ticket.

3.13.3. Pregnant women may travel on condition that the Carrier bears no liability towards the Passenger for any ill effects suffered by the Passenger or foetus during or as a consequence of the carriage and is witnessed by the warranty obligation. The form of such warranty obligation is specified on the web-site of the Carrier.

3.13.4 Carriage of babies under 7 days shall be performed provided that the Carrier is responsible against parents for health consequences of their baby that is confirmed in written undertaking given by parents. The form of such undertaking is given on the web-site of the Carrier. Doctors don't recommend to carry neonates under 7 days old.

3.13.5 All babies as well as all other passengers shall use seat belts on board the aircraft.

3.13.6 The Carrier can provide the passenger with baby cot on board the aircraft with such technical capabilities, provided that, the baby is not elder than 6 months, its weight doesn't exceed 10 kg and height – 67 cm. Such service shall be requested beforehand (not less than 48 hours before the departure) and provided for free on the aircraft of the following type: Boeing 777-200, 737-800

(business and economy class, having such technical possibilities). In the event of change of the departure date or service class the cot shall be requested repeatedly.

Article 3.14 Carriage of Passengers with refused entry into the territory of a foreign state

3.14.1. The carriage of the Passengers with the refused entry into the territory of a foreign state or the Russian Federation (INAD) is performed according to the international civil aviation legislation.

3.14.2. The carriage of the Passengers with the refused entry into the territory of a foreign state or/and the Russian Federation due to missing visa or expired passport, etc. Deportation Act is drawn up.

3.14.3. Ticket to the Passengers specified in Article 3.13.2 is issued upon Deportation Act due to Carrier's practices.

3.14.4. If state authority oblige Carrier to return Passenger with refused entry, transfer or transit in some destination state to destination point or other point, that Passenger or Company that issued tickets to him/her shall provide full reimbursement to the Carrier connected with such carriage.

3.14.5. In cases pursuant to Article 3.13.4 Carrier has a right to gain any amounts for non-performed carriage and deposited by the Passenger or the Company that issued tickets to such Passenger in order to reimburse the relevant tariff.

Article 3.15 Carriage of the arrested, deported Passengers

3.15.1. The carriage of deported Passengers is performed according to the ticket.

3.15.2. Relevant state authorities are liable for carriage of deported Passengers.

3.15.3. Deported Passengers may be carried with persons accompanying them or without.

3.15.4. Carriage of accompanying persons are charged separately.

3.15.5. Arrested passenger shall be carried on board the AC accompanied by three guards, the number of guards shall be exceeded with each subsequent arrested passenger. Boarding of such passengers shall be performed before boarding of all other passengers and unboarding shall be performed after all passengers leave the aircraft.

3.15.6 The number of convicted and arrested persons guarded on board the aircraft performing regular flights (with passengers on board) shall not exceed 10.

3.15.7 Arrested passengers shall be allocated in the aft of the passenger cabin (except seats situated near the emergency exits). Arrested passengers shall be allocated only in the rows with two or more seats and, at least, one guard shall be between the arrested and the aisle. Arrested passengers shall be accompanied to the lavatory by the guard.

Article 3.16 Carriage of executives of Ministry of Communication and Information, State Courier Service of Government, Federal Protective Service of the Russian Federation

3.16.1. Ticketing the executives of Ministry of Communication and Information, State Courier Service of Government, Federal Protective Service of the Russian Federation is out-of-turn.

3.16.2. Tickets and correspondence of abovementioned executives are checked-in prior to Passengers check-in and during it - out-of-order.

3.16.3. Correspondence of Ministry of Communication and Information, State Courier Service of Government, Federal Protective Service of the Russian Federation is carried by the rules of non-registered baggage carriage with its stowage on passenger seats (less than 80 kg on each seat) near accompanying executive seat or in the place easy to observe.

3.16.4. Baggage carriage in the passenger cabin, if for this purpose separate seat is needed, requires passenger ticket, its cost is 100% from the normal tariff of the relevant compartment class.

Rule about free-of-charge baggage carriage is not applicable.

3.16.5. Boarding of executives of Ministry of Communication and Information, State Courier Service of Government, Federal Protective Service of the Russian Federation, carrying correspondence, is performed before boarding of other passengers.

3.16.6. Executives of Ministry of Communication and Information, State Courier Service of Government, Federal Protective Service of the Russian Federation are allowed to remain on board during stopover and in intermediate point of landing – near AC for correspondence exchange.

3.16.7. Rules for carriage by air officials of other federal executive bodies, correspondence of these officials can be regulated by other laws approved by federal executive bodies for civil aviation as agreed between interested executive bodies.

3.16.8. Carriage of diplomatic couriers is performed on demand of government authorities.

3.16.9. Diplomatic courier must have and present at the Carrier's request documents confirming his/her special authority to accompany special baggage (or post).

Article 3.17 Carriage of officials

3.17.1. Officials in airport of departure, arrival, transit and transfer are serviced in special Official Delegations Lounges (if there are any).

3.17.2. Officials in airport of departure, arrival, transit and transfer are serviced on request in special Official Delegations Lounges. Requests are submitted by representatives of state, public, religious and commercial organizations.

Passenger shall be charged for service in Official Delegations Lounge.

3.17.3. Officials should arrive at the airport of departure before the end of passenger check-in. in some cases late landing is permitted (no later than 15 minutes before scheduled departure) by prior notice about the passenger arrival in Official Delegations Lounge and after agreement about seat in the AC.

3.17.4. Transportation of Passengers serviced in Official Delegations Lounge and their hand luggage as well as checked-in baggage is performed apart from other passengers last of all.

3.17.5. Disembarkation Passengers serviced in Official Delegations Lounge and unloading their baggage in the destination airport is performed in the first place.

Article 3.18 Carriage of business class Passengers

3.18.1. Carrier provides business class Passengers with additional services raising air carriage comfort level.

3.18.2. Business class Passengers are usually checked in at a separate desk and board the aircraft apart from economy class passengers last of all.

3.18.3. At the airport, business class passengers may be offered the use of a business lounge (Official Delegations Lounge). The Carrier informs the passenger about this at check-in.

3.18.4. On board the aircraft, business class passengers are seated in business class and accorded special treatment.

3.18.5 On landing, business class passengers disembark before economy class passengers.

3. 18.6 In the case of forced class downgrade due to Carrier fault difference between paid and used tariffs are reimbursed.

Article 3.19 Carriage of transfer and transit Passengers

3.19.1. When making out a Passenger ticket for a journey by a transit or transfer Passenger, the Carrier or its Authorized agent are obliged:

- to guarantee the reservation and confirmation of reservation of carriage of the transfer Passenger on all segments of the route, allowing the Passenger to reach the airport of transfer in time to go through the administrative formalities before his/her next flight;
- to inform the Passenger of the procedures he/she must go through at the airport of transit or transfer in order to travel on to his/her point of destination;
- to inform the Passenger of the requirements of the state authorities at the points of transit or transfer in the case of international carriage.

3.19.2. Transportation of transfer Passengers from AC to Airport terminal at landing in transfer point is performed at the first (but after VIPs).

3.19.3. Carrier shall inform transfer and/or transit airport about transfer and/or transit Passengers on board by sending telegram about these Passengers.

CHAPTER 4 CARRIAGE OF BAGGAGE

Article 4.1 General provisions

4.1.1. The Passenger's baggage is accepted for carriage as checked baggage and is carried in the baggage-cargo compartment. Carry-on items are carried in the cabin as unchecked baggage (hand baggage).

4.1.2 The baggage of the crew shall be carried in baggage compartments of the aircraft and loaded on a first priority basis. On the aircraft type Boeing 777-200 the baggage of the crew shall be carried in the aft bulk cargo, and on the aircraft type Boeing 737, Tu-154 in the first baggage-cargo compartment. Hand baggage of the crew on the aircraft type Boeing shall be located in the cabin on the overhead compartments, on the aircraft type Tu-154 under the seats.

4.1.3. The Carrier has the right to refuse to accept Passenger's baggage if the weight, number of items, size, packing or contents of baggage do not comply with requirements of international treaties to which Russian Federation is a party, Federal Aviation Rules "General Rules of Carriage by Air of Passengers, Baggage, Cargo and Passenger, Freight Shipper and Receiver Service Requirements" approved by Resolution of the Ministry of Transport No.82 of June 28, 2007, other regulations of Russian Federation, legislation of the country, on the territory, from the territory or through the territory of which the carriage of baggage is performed or these Rules.

4.1.4. The baggage of checked-in Passenger who has failed to board the aircraft (including baggage and hand baggage of transit Passenger who did not board the aircraft) will be necessarily removed from the aircraft.

Article 4.2 Free baggage allowance

4.2.1. The Passenger has the right for free carriage of baggage within the limits of the prescribed allowance. Free baggage allowance for each Passenger shall be as follows: 20 kg – for economy-class Passengers, 30 kg – for business-class Passengers.

4.2.2. The Carrier or its authorized Agent is obliged to inform the Passenger of the free baggage allowance for their flight, as well as of the necessity to pay for the carriage of excess baggage or baggage that is subject to compulsory payment.

4.2.3. In case of involuntary downgrading, the Passenger has a right to transport free of charge the amount of baggage, permitted in the class of service initially paid.

4.2.4. The free baggage allowance does not extend to:

- Passengers' items, whatever their designation and purpose, with the sum of the three dimensions in a packed form exceeding 203 cm (such baggage is deemed to be oversized);
- Passenger's baggage, whatever its designation and purpose, one item of which weighs more than 32 kg;
- TV sets, video and audio equipment as well as computer equipment, copy machines and other office equipment, at least one item of which weighs more than 10 kg;
- automobile, motorcycle, boat and other moving vehicles parts (such as tires, side panels, etc.), that are not packed into a suitcase, box and other container;
- flowers, nursery plants, herbs, dried plants and branches of trees and bushes that weight more than 5 kg in total;
- animals, birds, bees and other poultry, except guide-dogs, accompanying blind passengers; these dogs are carried free of charge.

Carriage charge for the transportation of the specified baggage is based on its actual weight and does not depend on the number of other Passengers' items taken as baggage.

On scheduled flights one set of ski, snowboard, hockey equipment is carried free of charge but it is not included in free baggage allowance. The second and following sets are to be paid on usual terms.

A set of ski, snowboard and hockey equipment represents as follows:

- ski equipment (case with one pair of skis and one pair of ski poles, one piece of baggage with one pair of ski boots);
- snowboard equipment (case with one snowboard and one piece of baggage with one pair of snowboarding boots);
- hockey equipment (case with hockey kit and case with 2 hockey sticks).

4.2.5. At the request of Passengers flying together on the same flight to the same point of destination and having common purpose of trip that can be confirmed documentarily (e.g., they have consecutive ticket numbers, or they bought their tickets at the same place on the same day, or they are travelling as a family, or are going on a business trip together), a pooled baggage norm is established (equal to the sum of norms for the free baggage allowance of each of the Passengers) by the Carrier.

Pooled baggage norm is applied to the free baggage allowance only. Every baggage shall be registered apart from others.

4.2.6. Every crew member has the right for a free carriage of the hand baggage items, the number of which is specified in the rules of carriage or charter contract.

Article 4.3 Checked baggage

4.3.1. The Passenger's baggage is accepted for carriage when it is checked-in at the airport of departure or another check-in point. The Carrier or the Handling company is obliged to issue the Passenger with a part of a baggage tag (identification tag portion), for each baggage item that is checked in, another part of baggage tag shall be attached to each item of baggage. Baggage tag is used for identification of checked baggage. To indicate special conditions of carriage special unnumbered tag is attached.

4.3.2. The weight of one checked baggage item may not exceed 50 kg.

4.3.3. Transfer passengers' baggage is tagged to the terminal point or the point of transfer, depending on the conditions of carriage. At the intermediate airport the baggage of transfer passengers

shall pass a preflight inspection before it will be mixed with the checked baggage of Passengers having this point of carriage as initial.

4.3.4. The Carrier or the Handling company is obliged to make a record in the ticket about number of items and weight of the accepted baggage. This record is considered the baggage check issued to the passenger. In the case of an electronic ticket, the data on number of items and weight of baggage, shall be entered in the electronic format.

In case of absence in the ticket of the record on the weight of the checked baggage, it shall be considered that total weight of the checked baggage does not exceed standard for free baggage transportation.

4.3.5. As soon as Passengers have handed over their Baggage at check-in, the Carrier or its Handling company shall take custody thereof.

4.3.6. Access to checked baggage is forbidden from the moment it is handed over for transportation till it is returned to passengers, except in cases where the baggage undergoes an identification or an additional inspection by the appropriate services.

4.3.7. The Carrier has the right to check the weight of a Passenger's baggage at the airport of departure and/or at the airport of destination. If it is established that the passenger is carrying an amount of baggage above the free baggage allowance, or above the quantity specified in the baggage check, and has not paid for the transportation of the extra amount, the Carrier may require payment for the transportation of that part of the baggage.

Article 4.4 Carry-on items (hand baggage)

4.4.1. Carry-on items (hand baggage) are unchecked baggage. Weight of hand baggage shall be included into free baggage allowance. For the sake of flight safety, it is forbidden for passengers to carry in their baggage prohibited items and substances which are capable of posing a significant risk to health and safety when transported by air

4.4.2. The Passenger may only carry one item of unchecked baggage, weighing up to 5 kg, with the sum of three dimensions not exceeding 115 cm. Hand baggage must be placed under the seat in front of Passengers or in a locker.

4.4.3. During cabin baggage check-in, the Carrier or the Handling company is obliged to issue the passenger a “Hand baggage” identification tag for each presented item and to record its weight on the baggage check.

4.4.4. In exceptional cases and with the permission from Carrier, items weighing more than 5 kg that require special precautionary measures during transportation may be carried in the cabin (as part of the free baggage allowance), if their dimensions do not exceed hand baggage limit.

4.4.5. Passengers are obliged to present all their baggage for weighing at check-in, except items, which the Passenger might need at the time of boarding, disembarkation or flight, if they are kept in carry-on baggage and are not included in the checked baggage:

- lady's handbag or a briefcase;
- paper folder;
- umbrella;
- walking stick;
- bouquet of flowers;
- outer garment;
- reading material for the flight;
- infant food for the time of flight;
- cell phone;
- photo camera;

- video camera;
- portable computer;
- suit in a holdall;
- travel cradle for a Passenger with child;
- barrow, collapsible wheelchair or crutches for Passengers with reduced mobility.

Items given in this Article shall not be weighed, registered and tagged (except oversized cradle, stroller).

4.4.6. Passengers are obliged to take care themselves of the hand baggage they carry in the cabin. Hand baggage must not be left in the cabin. Should there be an interruption of flight specified in the traffic document; cabin baggage must be unloaded from the aircraft by the Passenger.

Article 4.5 Paid (excess) and oversized baggage

4.5.1. The Passenger is obliged to notify the Carrier or its authorized Agent in advance about the estimated weight of the baggage and the quantity of items in it. In such case the Passenger makes a reservation for the baggage.

4.5.2. The Passenger must pay baggage transportation in excess of the established norm of free baggage allowance according to the fare specified by the Carrier.

4.5.3. If at the point of departure the Passenger presents more baggage than it was previously agreed (reserved) and paid, this baggage shall be accepted for carriage only in case of availability of free tonnage in the aircraft and after respective additional payment.

4.5.4. The Carrier has the right to limit or refuse carriage of a Passenger's baggage that is in excess of the free baggage allowance set by the Carrier, if such carriage has not been agreed in advance with the Carrier.

4.5.5. If at the point of departure the Passenger presents less items than it was previously reserved and paid, the sum exceeding the due payment shall be returned to the Passenger in accordance with the fare rules.

4.5.6. With consent of the Carrier, Passengers have the right to decrease or increase the weight of baggage and number of baggage items in the points of stopover.

4.5.7. In case of increase of the weight and/or quantity of the items of baggage in the points of stopover, Passenger is obliged to pay for exceeding established norms of baggage by mass and dimensions of each baggage item. In case of decrease of the weight and/or quantity of the items of baggage in the points of stopover, no recalculation shall be made by the Carrier.

4.5.8. The Passenger is obliged to inform the Carrier or its authorized Agent about oversized baggage by processing a seat reservation or when purchasing a passenger ticket.

4.5.9. Oversized baggage is accepted for carriage providing that the overall dimensions of cargo hatches and baggage-cargo compartments allow its free loading onto and unloading from as well as positioning on board of the aircraft. Such baggage must have carrying handles and securing devices so it can be easily transported to and from the aircraft as well as on board of the aircraft.

4.5.10. The Carrier has the right to refuse to carry oversized baggage.

4.5.11. If the excess and/or oversized baggage is carried by more than one Carrier, the Carrier, executing carriage documents for that baggage, must obtain the approval of such carriage from other Carriers.

Article 4.6 The excess baggage receipt

4.6.1. The excess baggage receipt is a document evidencing that the Passenger has paid for the transportation of the baggage that is subject to payment.

4.6.2. The excess baggage receipt consist of flight coupons (from one to four) and passenger coupons executed in an approved way.

Article 4.7 Carriage of baggage in the cabin

4.7.1. If a Passenger's baggage requires special precautionary measures (as in the case of cinematic, photographic, televisual, video and radio equipment, electronic and optical devices, office appliances, musical instruments and fragile items), it may be carried in the cabin.

4.7.2. The carriage of baggage in the cabin is documented and executed by prior arrangement with the Carrier. Passengers intending to carry baggage in the cabin are obliged to inform the Carrier or its authorized agent of this when making their booking or buying their ticket and to pay for a separate seat for the baggage.

4.7.3. For the baggage carried in the cabin a separate ticket shall be issued, the cost of which is 100% of the fare for the Passenger accompanying it.

4.7.4. The weight of baggage carried in the cabin must not exceed 80 kg and its dimensions must allow it to be placed on an individual passenger seat. The packing of baggage carried in the cabin must have securing devices and insure safety of the baggage contents. Such baggage shall only be carried with a declared value.

4.7.5. Baggage carried in the cabin is loaded onto and unloaded from the aircraft by the Passenger.

4.7.6. In order to exclude communications and guidance noise Passengers are prohibited from using portable computer, photo and video camera, video tape recorder, cell phone and other electronic devices on board of the aircraft except acoustic and cardiologic apparatus, electronic alarm clock and calculator.

Article 4.8 Diplomatic baggage

4.8.1. The weight of one item of diplomatic baggage must not exceed 1 (one) kg.

4.8.2. The Carrier has the right to refuse diplomatic baggage acceptance in case of noncompliance with the requirements of the article 4.8.1.

4.8.3. Urgent mail must not include items prohibited for the carriage by air as well as money and valuable articles.

4.8.4. Urgent mail dispatch shall be paid in accordance with the applicable fare and is executed in the form of miscellaneous charges receipt. Items weighting from 10 g to 1 kg is considered to be equal to 1 kg.

4.8.5. Receipt and delivery of the urgent mail in the Orenburg airport is performed in the storage room, in other cities – in the Carrier's representative office.

Article 4.9 Baggage content requirements

4.9.1. For the sake of flight safety, the following baggage items are not accepted for carriage:

a) items that can bring the threat to the aircraft, any person or property on board the aircraft, animals and birds (except pets (birds)), insects, fingerling, reptiles, gnawing, experimental or diseased animals as well as articles and substances, the carriage of which is prohibited by a Russian law or government decree, or by the regulations and prescriptions of Russian state agencies, or by international civil aviation acts, or by the international agreements to which the Russian Federation is a

party, or by the acts of the state agencies of any country to the territory, from the territory or through the territory of which the carriage is performed;

- b) explosives and articles containing them;
- c) compressed and liquefied gases;
- d) flammable liquids;
- e) flammable hard substances;
- f) oxidation material and organic peroxide;
- g) toxic substances;
- h) radioactive materials;
- i) caustic and corrosive substances;
- g) poisons and toxins;
- k) firearms, cold steel and gas guns;

l) other materials and substances that are potentially harmful to the Passengers, aircraft or property on board the aircraft or may be used to commit unlawful acts of interference in the Carrier's activities.

4.9.2. The following items and substances may be carried in limited amounts in a Passenger's baggage:

a) crossbows, underwater guns, cavalry swords, saber, hatchet, yataghan, broadswords, swords, rapier, bayonet, daggers, knives: hunting, knives with flick out blades, with latched locks, replicas of any types of arms;

b) household knives (scissors) with a length of a blade above 60 mm;

c) alcoholic beverage with more than 24%, but no more than 70% of alcohol on volume in containers with capacity of 5 l, in a package, meant for retail trade – no more than 5 l per Passenger;

d) aerosols, meant for use in sport or household aims, emission valves of spray-cans which are protected by lids from spontaneous emission of the contents with a capacity of no more than 0,5 kg or 500 ml – no more than 2 kg or 2 l per Passenger.

In the cabin baggage:

a) medical thermometer – one per Passenger;

b) mercury tonometer in standard casing – one per Passenger;

c) mercury barometer or manometer, packaged in airtight container and sealed by the stamp of the sender;

d) disposable lighters – one per Passenger;

e) dry ice for cooling perishable products – no more than 2 kg per Passenger;

f) 3% hydrogen peroxide – no more than 100 ml per Passenger;

g) liquids, gels and aerosols, referred to as non-dangerous: in containers with capacity of no more than 100 ml (or equivalent capacity in other volume measurement units), packaged in safely closing transparent plastic bag with a volume of no more than 1 liter – one plastic bag per Passenger. Liquids in containers with volumes of more than 100 ml are not permitted for carriage even in case, if the container is only partially filled. Exclusion for carriage is made for medication, baby food and special diet requirements.

Liquids purchased in the Duty Free trade shops in the airports or on board of the aircraft must be packaged in safely closed (sealed) plastic bag that provides identification of access to the contents of the bag during the flight, on which there is an authentic confirmation that this purchase was done in airport shops of duty free trade or on board of the aircraft at the day (days) of the trip.

Airline administration has the right to introduce new sanctions to improve the safety standards of the flights therefore the carriage of following objects in the cabin is forbidden:

- corkscrews;

- needles for under skin injection (if no medical basis will be produced);

- knitting needles;
- scissors with blade length less than 60 mm;
- folding (without fixing device) and travelling knives;
- penknives with blade length of less than 60 mm.

4.9.3. With the Carrier's approval, the following items and substances may be carried as part of a Passenger's baggage:

a) small (weighing up to 10 kg) gaseous oxygen or air cylinders for medical use;

b) wheelchairs, or other battery-powered mobility aids, that have non-spillable batteries and are carried as checked baggage, providing the battery terminals are insulated to prevent accidental short circuits, and the battery is securely attached to the wheelchair or mobility aid;

c) wheelchairs, or other battery-powered mobility aids, that have spillable batteries and are transported as checked baggage, providing the wheelchair or mobility aid can be loaded, stowed, secured and unloaded always in an upright position, and providing the battery is disconnected, the battery terminals are insulated to prevent accidental short circuits and the battery is securely attached to the wheelchair or mobility aid. If the wheelchair or mobility aid cannot be kept upright when it is being loaded, stowed, secured and unloaded, the battery must be removed, and then the wheelchair or mobility aid may be transported as checked baggage without limitations. The removed battery must be carried in a strong, rigid packaging, with the following provisions:

1) the packaging must be leak-tight, impervious to battery fluid, and be protected from upset by securing it to a pallet or in a cargo compartment appropriately secured, such as by use of restraining straps, brackets or holders;

2) batteries must be protected against accidental short circuits, secured upright in the packaging, and surrounded by compatible absorbent material in sufficient quantity to absorb their total liquid contents;

3) the package containing the battery must be labeled with a package orientation label, must be marked "Battery wet, with wheelchair" or "Battery wet, with mobility aid", and must be labeled with a "Corrosives" label.

The pilot-in-command must inform Passengers of the location of a wheelchair or mobility aid with an installed battery or the location of a packed battery. It is recommended that the Passengers make advance arrangements with the Carrier. In addition, spillable batteries should be fitted, where feasible, with spill-resistant vent caps;

d) a mercurial barometer or mercurial thermometer in hand baggage when in the possession of a representative of a government weather bureau or similar official agency. The barometer or thermometer must be packed in a strong packaging having inside a sealed inner liner or bag of strong leak-proof and puncture-resistant material impervious to mercury closed in such a way as to prevent the escape of mercury from the package irrespective of its position. The Carrier (or the pilot-in-command) must be informed when such a barometer or thermometer is to be carried;

e) up to 2 small cylinders per Passenger of carbon dioxide or other suitable gas classified in Division 2.2 in the ICAO Technical Instructions, fitted into a self-inflating life-jacket for inflation purposes, plus up to 2 spare cylinders;

f) heat-producing articles (i.e., battery operated equipment, such as under-water torches and soldering equipment, that if accidentally activated will generate extreme heat that can cause a fire), providing the articles are in the hand baggage. The heat-producing component or energy source must be removed to prevent accidental functioning during carriage.

4.9.4. Fruits and vegetables weighting more than 5 kg are accepted for carriage in case they are properly packaged.

4.9.5. Passengers are advised not to include in their checked baggage fragile and perishable items, money, jewelry, precious metals, computers, electronic communications devices, negotiable

papers, securities and other valuables, business documents, passports and other identification documents, keys and other such articles.

4.9.6. Passengers are liable for the carriage in their baggage of any articles prohibited on the flight or handed over for carriage without observation of the carriage conditions established by these Rules.

Article 4.10. Carriage of weapons, ammunition and special equipment

4.10.1. The carriage by air of weapons, ammunition and special equipment (hereinafter referred to as «weapons») is performed pursuant to Russian laws, the federal agency acts based on them, the laws of other states and the international agreements to which the Russian Federation is a party and also according to the existing issued by the Carrier «Instruction on procedures of carriage on board the aircraft of weapons, ammunition and special equipment, given to passengers for temporary storage during the flight». Carriage of weapons shall be paid according to the charges established by the Carrier.

4.10.2. The transfer carriage of all forms of weapons and ammunition is prohibited.

4.10.3. Passengers are not permitted to have the following articles in the aircraft cabin during the flight:

- **all types of firearm, spray gun, air gun, cold steel and mechanical weaponry;**
- **pistols, revolvers, rifles, shotguns and other firearms, spray guns, airguns, electric shock devices and replicas of them;**
- **any model or dummy weapons (including toys);**
- **crossbows, harpoons, shashkas, sabres, dussacks, yataghans, palashes, swords and swordsticks, bayonets, daggers, cutlasses, stilettos, hunting knives, assault knives, Finnish knives, knife-bayonets, flick knives, lock-blade knives and domestic knives, whatever their purpose;**
- **explosives and articles containing them: all gunpowder, in any packing and quantity; military cartridges (including for small-bore weapons); gas gun cartridges; percussion caps (and hunting pellets); pyrotechnics: signal and illumination flares; signal cartridges, landing flares, smoke cartridges, demolition charges and matches, Bengal lights, railway detonators; TNT, dynamite and other explosives; blasting caps, electric detonators, spark igniters, and detonating and fire-conducting cord.**

4.10.4. The weapon of a Passenger with the right to keep and bear arms at the airport of departure must be handed over to the Carrier for temporary storage during the flight and is returned to the Passenger at the airport of destination at the end of the flight.

4.10.5. If an aircraft crosses a national border on its route, the Passenger must arrange in advance the carriage of the weapon on board with the relevant authorities in the countries concerned, so that the current laws and regulations in these countries are complied with. To enter a country with a weapon, Passengers must have permission from competent authorities in that country.

4.10.6. The acceptance of a weapon for carriage, the processing of the required documents, the loading of the weapon onto the aircraft at the airport of departure, and the unloading of the weapon at the airport of destination are performed by a member of the aviation security service (ASS).

4.10.7. The acceptance of a weapon from a Passenger for temporary storage during a flight is formalized by a document executed in a set that includes three originals, which is signed by the weapon owner and an ASS employee.

The first original is also signed by the Carrier and is left at the ASS office at the airport of departure. The second original is given to the Carrier, and the third is issued to the Passenger so it can be collected at the airport of destination.

The ASS employee informs the owner of the weapon of the procedure for collecting it at the airport of destination.

4.10.8. With the appropriate travel authorization, employees of the Russian Federal Bodyguard Service and Russian State Courier Service who are on duty, as well as members of the armed forces and the employees of other militarized organizations escorting individuals in a convoy do not have to hand over their weapons for temporary storage during the flight.

4.10.9. Subject to Government Regulation of the Russian Federation dated July 2, 1998, N 814 «About measures for regulation of trafficking of civil and service firearms and ammunition within the territory of the Russian Federation» (with changes and amendments):

- carriage of weapons shall be performed in packages, in a locked and sealed metal case, which must be stowed in an isolated baggage or cargo compartment of the aircraft. One passenger can carry up to 400 rounds, they shall be factory packaged, their total weight shall not exceed 5 kg and 5 units of weapons. The total number shall be limited by the box dimensions.

- carriage of long-barrelled weapons that, even when dismantled, are too big to fit into (standard) locked metal boxes, are transported in isolated baggage or cargo compartments in the passenger's packing (a special container, sheath, case or jacket), that is sealed by an ASS employee and conforms to aviation safety requirements.

4.10.11. The handover of a weapon to a Passenger at the airport of destination is performed by an ASS employee, upon presentation by the owner of the weapons of the third original of the certificate, proof of his/her identity, a document giving him/her the right to keep and bear arms, and, if necessary, relevant permission to bring the weapon into the Russian Federation or to take it out of the Russian Federation.

4.10.12. If a weapon is not claimed by the Passenger at the airport of destination, it shall be handed over by an ASS employee to the Ministry of the Interior transport authorities.

Article 4.11 Carriage of pets and birds

4.11.1. The carriage of pets (birds) by air is performed as carriage of checked baggage (in baggage compartment of an aircraft) or in the cabin of an aircraft according to prior agreement with the Carrier, as well as subject to permission of destination or transit countries in case of international air traffic. Animals and birds weighting more than 10 kg are not accepted for carriage in the cabin of the aircraft.

4.11.2. The Passengers are prohibited from carriage of the following animals: heavy beasts, wild, carnivorous, experimental animals, reptiles, gnawing animals, insects, bees and fingerling.

4.11.3. The Passenger shall inform the Carrier or its authorized agent of the carriage of pets (birds) while making the booking or buying a Passenger Ticket.

4.11.4. The Passenger carrying a pet (bird) by air traffic, shall have and show while registering the Passenger Ticket, valid documents (certificates) of health of the pet (bird), issued by the relevant authorities of veterinary medicine, as well as any other applicable documents required by the countries of flight or transit countries in case of international air traffic.

4.11.5. A pet (bird) suggested for the carriage by air transport shall be placed in rigid packing container (wooden or plastic container) or in the metal cage, providing for access for air and strong lock. The bottom of container (cage) shall be waterproof and covered by adsorbing material, the whole periphery of the bottom shall be equipped with the rim preventing the absorbent form sprinkling. The cages of birds shall be covered by lightproof cloth of dense texture.

4.11.6. The weight of pets (birds) and service dogs, container (cage) and food designated to feed such dogs (birds) and service dogs are not covered by the free baggage allowance and shall be paid by passenger according to the rates established by the Carrier.

4.11.7. Guide-dogs accompanying the blind Passengers are carried in the cabin of an aircraft free of charge in excess free baggage allowance, in case of availability of special training, which is to be supported by the relevant certificate, under condition that such dog has a dog-collar and muzzle on and the dog should be attached to the chair at the feet of the master. The Passengers with the limited vision accompanied by the guide-dog are provided with the seats in the end of cabin.

4.11.8. The acceptance of pets (birds) for the carriage is performed under stipulation that the Passenger assume all responsibility for the animal. The Carrier is released from responsibility of any kind, in case of damage caused to the third parties by such animals, as well as any liability before such Passenger in case of refusal to carry such pets (birds) inwards or through any country or territory.

4.11.9 Carriage of service dog on board the aircraft with the consent of the Carrier can be performed upon delivery of document confirming that passenger accompanying service dog is the employee of dog service of the federal executive body and document confirming special training of such service dog. Service dog carried on board the aircraft shall have collar and muzzle and be tied to the seat of the accompanying passenger.

4.11.10 The Passenger shall comply with all requirements of Carrier, and shall reimburse to the Carrier all expenses and extra charges in case of damage caused by the animal to the aircraft, baggage of other Passengers, health and/or life of other Passengers.

Article 4.12 Declaration of baggage value

4.12.1. Passengers have the right to declare the value of their checked baggage both at the point of departure and at an intermediate landing point. In addition, passengers may change the declared value of their checked baggage.

4.12.2. Declaration of baggage value is charged according to the Rules of tariffs. The declared value must not exceed actual value of baggage. The value of checked baggage may be declared for each item of baggage separately.

4.12.3. Declared value of checked baggage is charged in point of declaring such value and certified by excess luggage receipt in points where this value is declared with subsequent recording receipt number and sum of value and destination airport in baggage receipt of ticket. If in intermediate route point Passenger declares higher value of his/her baggage than it has been earlier, additional cost is charged.

4.12.4. When a passenger declares the value of baggage being handed over for transportation, the Carrier has the right to require the passenger to present the contents of the baggage or inspection and, if there is a clear inconsistency between the declared value and the baggage contents, to establish its true value or refuse to transport the baggage with the declared value.

4.12.5. In order to determine actual baggage cost, Carrier has a right to set up a commission consisting of Carrier's representative, Head TMS, registration officer, senior baggage inspector or loader.

4.12.6. All items accepted for transportation as baggage with a declared value must be in adequate packing that prevents access to its contents. Weight and size of valuable baggage shall not exceed established standards. Carrier has a right to refuse to transport checked baggage with declared value if packing doesn't meet relevant requirements of these Rules or if baggage requires special precaution measures by carriage.

Article 4.13 Baggage packing

4.13.1. Every item of the checked baggage shall be properly packed in order to protect it from damage during carriage and handling and exclude access to its content and possibility to injure any Passengers, crew, third party or damage aircraft, other baggage or property of the Carrier.

Baggage that does not comply with these requirements is not accepted for the carriage.

4.13.2. Every baggage item shall have an individual packing. Carriage of more than one article with an individual packing as one item is prohibited.

4.13.3. Baggage package shall be free of sharp claws and other things that might damage compartments and equipment of the aircraft.

4.13.4. Baggage with external packing damage that can not influence its integrity during carriage and handling and exclude access to its content and possibility to injure any Passengers, crew, third party or damage aircraft, other baggage or property of the Carrier can be accepted for carriage as checked baggage upon consent of the Carrier. In such case the occurrence of damage and its type are proved by the Passenger's signature.

4.13.5. The Carrier has the right to refuse acceptance and carriage of baggage if the package of baggage does not ensure its integrity.

4.13.6. Every Passenger item shall have a special tagging with a record about the name and address of the Passenger.

Article 4.14 Delivery of checked baggage

4.14.1. The Carrier is obliged to inform Passengers of baggage delivery area in the point of destination, stopover or transfer as well as give an explanation of delay, provide the information of the period of delay and ensure the delivery of the baggage to the Passengers.

4.14.2. Passengers are obliged to receive their checked baggage once the Carrier has made it available for receiving at the point of destination, stoppage or transfer upon presentation of a baggage check and baggage tag portion.

4.14.3. Baggage is usually returned at the airport to which it was tagged. At the Passenger's request, however, it may also be returned at the point of departure or at an intermediate point on the route, if this is not forbidden by the regulations of the state authorities, and if time and circumstances permit.

In such cases where baggage is returned at the point of departure or at an intermediate point on the route, the money already paid to the Carrier for transportation of the baggage may be refunded only with the Carrier's approval.

4.14.4. If someone seeking to receive baggage is unable to present a baggage check and baggage tag portion, the Carrier may return the baggage to that person only if the latter provides sufficient proof of his/her rights to the baggage. A document recording the handover of the baggage must be drawn up.

Article 4.15 Baggage storage and disposal

4.15.1. The Passenger's baggage may be stored free of charge at the airport of destination for 2 days, including the day it arrives at the airport. If the baggage is stored at the airport for a longer amount of time, the owner of the baggage is charged at the prevailing rate. Baggage that, through the fault of the carrier, is not delivered to the airport of destination by the time specified on the Passenger's document of carriage is stored at the Carrier's expense. Baggage that, through the fault of the Passenger, is not received by the Passenger at the airport of destination is stored at the Passenger's

expense. Upon receipt of such baggage the Passenger shall indemnify the Carrier for the expenses incurred by its storage.

4.15.2. In case checked baggage with a baggage tag was not received or claimed by the Passenger, the Carrier is obliged to take all necessary measures to find the owner of the checked baggage. If the owner is found, the Carrier will send him a written notice concerning baggage receipt.

4.15.3. Unclaimed baggage is stored at the airport of destination for the period of 6 months from the date the notice to its owner was sent and in case the owner of checked baggage was not found - from the arrival date and then it can be disposed or destroyed by the Carrier.

4.15.4. If the owner of undocumented baggage (i.e. baggage without baggage tag) is not established, the baggage is stored at the airport where it was removed from the aircraft for a period of 6 months. During this period the Carrier is obliged to take all necessary measures to find the owner of this baggage. Upon expiration of the above mentioned period undocumented baggage shall be disposed or destroyed in accordance with the established procedure.

4.15.5. If the owner of undocumented baggage is established, the baggage is stored at the airport for a period of 6 months, starting from the day on which the airport of destination, having received the baggage, sends its owner written notification of its arrival. Once this deadline has expired, the baggage is considered unclaimed and is subject to disposal.

4.15.6. Hand baggage left behind or forgotten on board the aircraft by a Passenger is stored at the airport of destination for the period of 6 months from the arrival date and upon the expiration of this period it can be disposed or destroyed in accordance with the procedure, established by regulatory legal acts.

4.15.7. Perishables in unclaimed or undocumented baggage may be disposed of if they deteriorate. In this case, a document recording the impossibility of storing them any longer and their disposal shall be drawn up.

4.15.8. During the period of storage of the unclaimed or undocumented baggage the Carrier is obliged to inform the Passenger and other Carriers of the availability of such baggage (items), place of storage, conditions of identification and delivery procedure.

Article 4.16 Left, forgotten or mishandled baggage

4.16.1. The Carrier or its authorized agent must take all necessary measures to find a Passenger's baggage if the Passenger has not received it after arriving at the point of destination, stoppage or transfer and has filed a written complaint about this.

4.16.2. In case the baggage was not found within twenty-one (21) days from the date of submission of a non-receipt claim, the Passenger has the right to demand compensation for damages caused as a result of checked baggage loss.

4.16.3. In case checked baggage was found the Carrier must provide the Passenger with a notice and ensure the delivery of baggage to the airport (point) of destination, indicated by the Passenger or to the specified address without any additional charge.

Article 4.17 Transfer baggage carriage

4.17.1. Transfer passengers baggage shall be checked-in for carriage to the final destination or to the point of transfer depending on the circumstances. Transfer baggage shall be marked with special tags.

4.17.2. For international flights originating inside the Russian Federation, baggage may be checked-in as transfer baggage to be delivered to the final destination.

General rules for carriage of passengers, baggage and cargo
JSC «Orenburg airlines»

4.17.3. For international flights originating outside of the Russian Federation, baggage may be checked-in as transfer baggage only to the first port of stopover inside the Russian Federation.

4.17.4. For cases referred to in Article 4.12.3, the passenger must receive his/her baggage at the port of transfer and undergo customs clearance on his/her own.

4.17.5. For transfer carriage, free baggage allowance is set in accordance with the allowance common for all flights between the points of transfer.

4.17.6. When there is no common free baggage allowance, and if such allowance varies depending on the portion of transfer route, the passenger may be offered a bigger free baggage allowance including for carriage performed by other Carriers.

4.17.7. The Carrier shall inform the transfer/transit airport that there is transfer/transit baggage on board the aircraft (time intervals between flights being less than 24 hours) by sending a BTM telegram.
Article 4.13 Packing of Baggage.

CHAPTER 5 CARRIAGE OF CARGO

Article 5.1 General provision

5.1.1. Accepted for air carriage shall only be cargo whose quality, property, volume, weight and packing makes possible its carriage by aircraft in compliance with the requirements of international agreements to which the Russian Federation is a party, the Federal Aviation Regulation "General rules for air carriage of passengers, baggage, cargo and the requirements for servicing passengers, consignors and consignees," approved by Order No 82 of the RF Ministry of Transport of June 28, 2007 and other regulatory legal acts of the Russian Federation, as well as the country's laws to, from or through the territory of which the cargo is carried.

5.1.2. Cargo is subject for carriage by passenger and freight aircraft operating for the flights within the Russian Federation and for the international flights.

Cargo is carried by passenger aircraft in the order of aircraft final loading.

5.1.3. The Carrier shall accept for carriage cargo whose kind of package and properties permit their safety transportation subject to the following: under low barometric pressure to 145 mm Hg, at temperature of +/- 60°C and by overload to 3 g. Cargo shall be packed considering its specific properties and features so as to ensure that it can be carried by air safely with ordinary care in handling and so as not to injure or damage any persons, goods or carrier's property.

5.1.4. Some types of special cargo (perishables, dangerous, live animals), as also heavy-weight and oversized cargo are accepted for carriage as may be agreed with the Carrier in compliance with the conditions set out in this Rules and the requirements prescribed by the internal, international and other regulations.

5.1.5. Cargo should not change its chemical, physical, and other properties that may cause its damage or the increase of hazard degree in the carriage by air.

5.1.6. Cargo dimensions should not exceed the dimensions of cargo hatches and cargo compartments. The gross weight of carried cargo is limited by the maximum payload and (or) by the cargo compartment volumes of the operated aircraft.

5.1.7. Carried cargo shall be subject to the compulsory inspection procedure performed by the Aviation Security Service of the airport of departure by means of screening technology.

Article 5.2 Air Waybill

5.2.1. The air waybill is the evidence of the conclusion of the contract for carriage of cargo by air, of the acceptance of the cargo and of the conditions of carriage mentioned therein.

5.2.2. The air waybill shall be made out at least in three original parts. The first part is for the carrier and shall remain by the carrier. The second part is for the consignee and shall be attached to the cargo documentation. The third part shall be returned by the Carrier or by its authorized agent of the Consignor after the cargo has been accepted. However it can be made five copies of the air waybill: for the acknowledgement of the cargo receipt, for the airport of destination, for the first Carrier, for the second Carrier and for the authorized agent of the Carrier.

Each air waybill set can have maximum five copies, each of which shall be marked as additional copy and be numbered.

5.2.3. The air waybill contains information concerning the type (nature) of cargo, the cargo carriage process from the airport of departure to the airport of destination and the cost of cargo carriage.

5.2.4. The air waybill is issued on the ground of application for cargo carriage signed by the Consignor and the paper proving the identity of the Consignor or the power of attorney and the paper proving the identity of the person under a power of attorney.

5.2.5. The application for cargo carriage contains information necessary for the carriage of cargo (including, but not limited, proper shipping name, weight of cargo, number of items, dimensions and volume, type of tare/packing), dangerous good information and non-availability of articles and materials prohibited for carriage by air.

5.2.6. If cargo accepted for the carriage by air has special properties of cargo or requires special conditions of the carriage, the Consignor shall specify it in the application for cargo carriage.

5.2.7. The Consignor shall provide sufficient and accurate information necessary for the execution of the air waybill.

The Consignor bears responsibility against the Carrier for all damage suffered by him, or by any other person to whom carrier is liable, by reason of the irregularity, incorrectness or incompleteness of data and statements furnished by the Consignor in respect of the carried cargo.

5.2.8. The air waybill shall be signed by the Carrier or by the authorized agent of the Carrier and by the Consignor.

5.2.9. The air waybill shall be issued for each shipment of cargo carried by the air.

Article 5.3 Cargo acceptance for carriage

5.3.1. Cargo shall be accepted for carriage on the following conditions:

- dimensions of cargo shall ensure its free loading (unloading) on the aircraft, its positioning in cargo compartments and fastening;
- weight, dimensions or volume of cargo shall not exceed the specified standards of a particular type of aircraft;
- cargo shall have proper package ensuring its safety positioning and fastening on board of the aircraft and integrity of cargo during carriage, transshipment, transfer, transportation and handling;
- package of each cargo item shall have shipping mark and transport labeling, in addition cargo requiring special conditions of the carriage shall have special marking;
- cargo accepted for carriage shall not endanger Passengers and crew of the operated aircraft as well as baggage or cargo carried together;
- the Consignor shall provide necessary documents as required by the legislation of the Russian Federation as well as the country's laws to, from or through the territory of which the cargo is carried, international agreements, regulatory documents applicable in the sphere of civil aviation and by these Rules;
- import, export, transit or transfer of cargo shall be permitted by country's laws and regulations to, from or through the territory of which the cargo is carried.

By failure to comply with one of these conditions the Carrier or its authorized agent shall have the right to refuse to accept cargo for carriage.

5.3.2. Carriage of cargo under quarantine (plants, vegetable production, package, soil or other organisms, objects or materials that can carry hazardous organisms and promote their spread) is performed due to the international agreements of the Russian Federation about plant quarantine and regulatory documents on plant quarantine of the country to, through or from which carriage is performed.

5.3.3 Cargo shall be delivered to the airport of departure taking into the account the time period necessary for cargo handling and for the performance of preflight services and border, customs and immigration control as well as quarantine and sanitary, veterinary, phytosanitary inspections and other

procedures, stipulated by the laws of the Russian Federation or country from the territory of which carriage is performed.

5.3.4. Cargo acceptance for carriage is confirmed by the Air waybill issue.

5.3.5. Cargo acceptance for carriage carried out by the Carrier or its authorized agent includes the following procedures:

- weighing and measuring of cargo;
- verify that the actual condition of cargo agrees with the data specified in the Consignor's application for cargo carriage and in documents for dangerous cargo carriage as required by the legislation of the Russian Federation;
- execution of cargo delivery-acceptance documents and settlement of accounts with the Consignor for cargo carriage;
- air waybill completing.

5.3.6. By the cargo acceptance for carriage the Carrier or the handling company shall weight the cargo in the presence of the Consignor and specify its actual weight in the air waybill. If the weight of cargo set by weighing differs from the weight declared by the Consignor, for the final weight will be considered the weight set by the Carrier or its authorized agent.

By the acceptance of outsized and (or) oversized cargo it is allowed to take into account the weight characteristics of cargo set up in the Consignor's technical documents, as specified in the air waybill.

The Consignor bears responsibility for the correctness of the provided weight characteristics of outsized and oversized cargo in accordance with the applicable law.

5.3.7. The Carrier shall have the right to check data specified in the air waybill.

5.3.8. Valuable, perishables, heavy-weight, oversized, bulky cargo, live animals as well as other special cargo are accepted for carriage if it is permitted by the international agreements to which the Russian Federation is a party, regulatory legal acts of the Russian Federation and other states, international and such other documents applicable in the sphere of civil aviation and by this Rules;

5.3.9. Cargo shipment consisting of dissimilar articles and materials shall not include valuable cargo, live animals, human remains and ashes, dangerous cargo.

Article 5.4 Declaration of cargo value

5.4.1. For carriage by air may be accepted cargo with declared value.

5.4.2. For declaration of value will be assessed charge fixed by the Carrier.

5.4.3. The Consignor may tender for carriage any cargo with declared value except for perishables, dangerous cargo and cargo carried under the responsibility of accompanying person on behalf of Consignor (Consignee).

5.4.4. The declared value of cargo shall not exceed the actual value of cargo. In addition the invoices, price lists and other documents confirming the actual value shall be provided by the Consignor and attached to the air waybill. The Carrier may refuse carriage of valuable cargo if the sufficient evidence of the declared value of such cargo is not provided.

5.4.5. Each package of cargo item having a declared value carriage shall be sealed by the Consignor. Seals shall be standard, bear legible impresses of digital and alphabetic characters.

Article 5.5 Packing and marking requirements

5.5.1. Cargo shall be packed in tare, containers and other materials in order to protect cargo from damage, deterioration and loss, to protect environment against pollution as well as to handle cargo (hereinafter to as package) considering specific properties and features of cargo so as to ensure cargo

integrity during carriage, transshipment, transfer, transportation and storage, to exclude access to its content and possibility to injure any passengers, crew, third party or damage aircraft, other cargo or property of the Carrier.

Cargo package shall ensure its safety fastening on board of the aircraft.

5.5.2. Cargo package shall be dry and clean, be free of sharp claws and other things that might contaminate or damage compartments and equipment of the aircraft, as well as baggage and other cargo.

5.5.3. Package of cargo having a declared value for carriage (except for private property) shall be sealed by the Consignor. Seals shall be standard, bear legible impresses of digital and alphabetic characters.

5.5.4. The air waybill shall contain a note of cargo sealing, the name of consignor's seals and the declared value.

5.5.5. The Carrier has the right to refuse acceptance and carriage of cargo if the container and (or) package of cargo does not ensure its integrity.

5.5.6. The package of cargo tendered for carriage shall comply with the requirements of ICAO "Technical instructions for the Safe transport of Dangerous goods by air", IATA "Dangerous Goods Regulations" and the instructions for dangerous goods carriage specified by the Carrier.

5.5.7. Heavy-weight and (or) oversized cargo can be carried without package if it is permitted by the conditions of its carriage.

5.5.8. Containers for heavy-weight cargo shall be designed for the loading equals to cargo weight considering the overload factor for each aircraft.

5.5.9. The Carrier and the Handling company has the right to open the cargo package in the presence or absence of the Consignor or the Consignee to ensure the integrity of cargo or to confirm defects discovered in following cases:

- damage to packing or seals of the Consignor;
- necessity to determine the nature and condition of the undocumented cargo;
- requirements of the Aviation Security Service if any reason is available;
- requirements of the competent government bodies.

Cargo unpacking shall be carried out by the commission set up by the Carrier or by the Handling company. After unpacking the cargo shall be packed and sealed anew by the Carrier or by the Handling company.

Cargo unpacking fact shall be declared in the report specifying the actual weight of the damaged cargo item, number of items in cargo shipment, intracontainer content and condition of the damaged cargo items. Such report shall be signed by the Carrier, one copy of the report shall be attached to the air waybill of the Consignor.

5.5.10. Each cargo item shall have shipping mark and transport labeling, in addition cargo requiring special conditions of the carriage shall have special marking. Labels shall be made legibly and durably and placed in the foreground.

5.5.11. Shipping mark shall be made by the Consignor before cargo tendering for carriage. Data specified by the Consignor in shipping marks shall be reliable and sufficient.

Each shipping mark shall contain main, additional and informational data and handling signs.

Main data shall contain the followings:

- full registered name of the Consignee;
- name of the airport of destination;
- number of items in cargo shipment and ordinal number of cargo item in cargo shipment.

Additional data shall contain the followings:

- full registered name of the Consignor;
- name of the airport of departure;

Informational data shall contain:

- gross and net weight, kg;
- dimensions, cm;
- cargo volume, cu cm.

Shipping mark shall contain handling signs specifying the cargo handling procedures.

5.5.12. Marks made by the Carrier shall contain information specified in the Rules for carriage by air established by the Carrier.

Transport labeling made by the Carrier shall specify information concerning the airport of departure, airport of destination, number of items in cargo shipment, ordinal number of cargo item, air waybill number.

For special cargo carriage (e.g. dangerous, perishables or live animals) shall be used special marking.

5.5.13. In case of illegible transport labeling of cargo, absence of transport labeling, damage to packing or seals, undocumented cargo, absence of cargo specified in cargo manifest and/or in air waybill, shortage, damage (spoilage) of cargo (irregularities during carriage) the Carrier or the Handling company shall draw a report.

Article 5.6 Carriage of Light-weight cargo

5.6.1. Light-weight cargo is cargo which volume exceeds 0,006 cu. cm for 1 kg of gross weight. By the determination of volume each cargo item is considered as a rectangular prism. The volume is calculated by multiplying the biggest linear dimensions: length (m), width (m) and height (m). The volume of one kilogram of gross weight is calculated by dividing the volume of cargo item by cargo weight.

5.6.2. In case of equal sizes or if the actual weight exceeds the volume weight it shall be applied the size of actual weight of such cargo. If the volume weight exceeds the actual weight it shall be applied the volume weight for the calculation of the carriage costs and by the air waybill execution in the column "Gross weight" shall be specified the size of volume weight due for payment.

Article 5.7 Carriage of Heavy-weight and Oversized cargo

5.7.1. Cargo item which weight exceeds 80 kg is considered as heavy-weight cargo. Maximum weight of one heavy-weight cargo item allowable for carriage depends on maximum allowable floor loading for each aircraft considering the overload factor.

5.7.2. Cargo which dimensions exceed the overall dimensions of cargo hatches and cargo compartments of the operated passenger aircraft is considered as oversized cargo.

5.7.3. Heavy-weight and oversized cargo shall be properly packed and loaded in such a way that it cannot damage aircraft structure and other cargo carried together. The Consignor shall if necessary ensure availability of special loading devices as may be agreed with the Carrier.

5.7.4. Carriage of heavy-weight and oversized cargo is subject to the preliminary agreement with the Carrier.

Article 5.8 Carriage of Perishable cargo

5.8.1. The Consignor shall tender for carriage only perishable cargo in good conditions and documents (certificates, licenses and others) confirming that the perishable goods will do not lose their quality during the carriage prescribed by the contract for carriage of cargo by air.

Acceptance for carriage of perishable cargo without documents confirming cargo quality is prohibited.

5.8.2. Documents confirming cargo quality shall be issued by the competent authorized body on the date of cargo delivery for carriage and provided by the Consignor for each separate cargo shipment.

5.8.3. If the Carrier cannot ensure delivery of the perishable cargo within the time-limit when such cargo does not lose its quality the Carrier has the right to refuse to accept cargo for carriage.

5.8.4. If the perishable cargo accepted for carriage cannot be delivered in time specified in the air waybill, the Carrier shall immediately notify the Consignor and return this cargo and cost of carriage to the Consignor unless the Consignor will give other instruction.

5.8.5. Need for presence of the accompanying person and for compulsory sealing of cargo items subject to the agreement with the Carrier.

Article 5.9 Carriage of Live animals

5.9.1. Live animals shall be accepted for carriage as cargo only subject to the provisions of these Rules, state regulations of the airport of departure, transit, transfer and destination as well as IATA «Live Animal Regulations».

5.9.2. Live animals shall be accepted for carriage only if the Carrier will provide documents as required by the international agreements to which the Russian Federation is a party, by regulatory legal acts of the Russian Federation, as well as the country's laws to, from or through the territory of which the cargo will be carried, including but not limited veterinary certificates and permits of the veterinary authorities.

5.9.3. Live animals shall be accepted for carriage only in strong packing (containers, transport cages) in order to provide necessary conditions, security and compliance with the sanitary and fastening requirements on board of the aircraft.

5.9.4. Infected laboratory animals are strictly prohibited for carriage by air.

5.9.5. The Carrier has the right to refuse carriage of live animals and birds if the Carrier cannot ensure compliance with requirements of the legislation of the Russian Federation and other countries.

Article 5.10 Carriage of Dangerous cargo

5.10.1. Dangerous cargo means articles and materials that are capable of posing a significant risk to health, safety, property and environment and are specified in dangerous goods list and classified as dangerous cargo in accordance with the international agreements to which the Russian Federation is a party and the legislation of the Russian Federation.

5.10.2. Dangerous cargo carriage by air shall be performed in accordance with the ICAO "Technical instructions for the Safe transport of Dangerous goods by air", IATA "Dangerous Goods Regulations", international agreements to which the Russian Federation is a party and regulatory legal acts of the Russian Federation.

5.10.3. Cargo classified as dangerous can be accepted for carriage only by the agreement with the Carrier and having confirmed reservation of transportation route.

5.10.4. For carriage by air is accepted only dangerous cargo duly classified, identified, packed, marked and documented in accordance with the international agreements to which the Russian Federation is a party and regulatory legal acts of the Russian Federation.

5.10.5. The Consignor of dangerous cargo or its Agent shall provide to the responsible person of the Carrier before cargo delivery (but not later than 48 hours prior to cargo transportation to the airport) the filled and signed form of the "Consignor's declaration for dangerous goods" for the agreement of carriage and also the Consignor's certificate for dangerous cargo. The responsible person of the Carrier

shall decide to accept or refuse to accept dangerous cargo for carriage and shall notify the Consignor or its Agent in accordance with the established rules of the Carrier. Dangerous cargo is accepted for carriage by air only with the approval of the Carrier.

5.10.6. If there are any doubts concerning the acceptance of an article or material for carriage by air or in respect of the conditions necessary for the acceptance of an article or material for carriage by air, the Consignor or the Carrier shall consult with the competent authority.

5.10.7. By the delivery of dangerous cargo for carriage by air the Consignor shall fulfill all requirements of the Carrier concerning compliance with the rules for carriage of dangerous cargo, its packing, marking, documentation as well as security assurance of transportation as required by the Technical instructions for the Safe transport of Dangerous goods by air, by these and special Rules for carriage of dangerous cargo.

5.10.8. The Consignor shall provide the Carrier with all fastening devices and fire-fighting means, neutralizing materials and personal protective equipment, etc, necessary for safety carriage of dangerous cargo.

5.10.9. Container (package) of dangerous cargo shall meet requirements, applicable standards and rules for carriage of dangerous cargo. Common packing in one container of dangerous goods is prohibited.

5.10.10. Cargo items (cages, drums, cylinders, etc.) with toxic substances, compressed and liquefied gas shall be sealed by the Consignor. The Consignor shall mark each package of cargo item on top and at least on the one side of the package with the special label.

5.10.11. The Consignor shall specify in the air waybill the category of dangerous cargo and if required by special rules shall provide the permission for carriage and the certificate of safety as well as the Consignor's declaration for dangerous goods.

5.10.12. If cargo tendered for carriage is not specified in dangerous goods list but its description will raise doubts for cargo acceptance for carriage by air under general conditions the Consignor shall provide the Carrier with the specifications of nature and features of cargo approved by the company's chief executive in order to confirm that such cargo does not be classified as danger cargo.

5.10.13. Dangerous cargo shall be delivered to the airport at the time fixed by the Carrier.

5.10.14. Extremely dangerous cargo shall not be weighted by the acceptance for carriage and delivery of cargo by the Carrier. The Consignor shall be absolutely responsible for the determination of accurate weight of cargo.

5.10.15. In case of detection of cargo irregularities during carriage or nonconformity in cargo package the Carrier has the right to remove such cargo from the aircraft and call to the representative or the Consignee to correct the irregularities at its own expense.

5.10.16. Dangerous cargo shall be carried on a direct flight without transfer of cargo.

5.10.17. The Consignor of dangerous cargo shall notify the Consignee about the shipment of cargo and time of its arrival.

5.10.18. The Consignee of dangerous goods shall arrive to the airport for cargo receipt at the time fixed by the Carrier. Cargo shall be released to the Consignee immediately after unloading of the aircraft without its storage and weighing.

In case of damage to package cargo shall be released to the Consignee also without weighing. Weight of cargo is subject for checking in the storage of the Consignee in the presence of the Carrier. The Carrier's representative shall follow with the damaged cargo to the storage of the Consignee, control weighing and sign the certificate of condition of packing and weight of cargo.

In case of failure to pickup cargo at a fixed time the Carrier is obliged to apply to the local authorities for assistance in immediate delivery of dangerous cargo by the Consignee.

5.10.19. Carriage of dangerous cargo including explosives, radioactive materials and other chemical substances, oil samples is subject to these Rules as well as to the Technical instructions for the Safe transport of Dangerous goods by air.

Article 5.11 Carriage of human remains (cargo «200»), animal remains

5.11.1. Human remains in coffins, ashes and animal remains in boxes in cases complying with safety and sanitary requirements are accepted for carriage by air.

5.11.2. Carriage by air of human remains (cargo «200») shall be performed subject to the Consignor's delivery of documents as required by the regulatory legal acts of the Russian Federation and/or by the country's laws to, from or through the territory of which the cargo is carried (including, but not limited certificate of death issued by the appropriate authorities, permit for carriage issued by the state sanitary control authorities (in the country of death) pursuant to the medical certification of the cause of death issued by the medical institution). Moreover police certificate confirming absence of additional documents.

Carriage by air of animal remains shall be performed subject to the Consignor's delivery of documents as required by the regulatory legal acts of the Russian Federation and/or by the country's laws to, from or through the territory of which the cargo is carried (including, but not limited permits of the veterinary authorities).

5.11.3. The following is permitted for carriage by air:

- human remains shall be placed in metal or metal-clad wooden coffins (or boxes for animal remains), hermetically sealed and enclosed in an outside shipping container of wood. Free space of the container shall be padded with sawdust, coal, peat or lime;
- ashes shall be placed in boxes covered with close cloth.

5.11.4. Carriage of human remains (cargo «200») as well as animal remains, if any baggage compartments are available, in the cabin of aircraft together with the passengers is forbidden.

5.11.5. Human remains (cargo «200») as well as animal remains shall be loaded on the passenger aircraft before the embarkation of passengers and unloaded at the airport of destination after the disembarkation of passengers and the unloading of baggage.

5.11.6. Carriage of human remains (cargo «200») as well as animal remains and ashes shall be charged in accordance with the Tariff application rules of the Carrier.

5.11.7. It is forbidden to conduct official welcoming, farewell and other ceremonies while loading and unloading of coffins and ashes on and from the aircraft.

Article 5.12 Carriage of transfer cargo

5.12.1. Cargo subject to transfer carriage is accepted for carriage only after agreement with the airlines taking part in the transportation and the airport(s) of transfer. Cargo capacity shall be reserved for whole transportation route.

5.12.2. By the transfer cargo acceptance for carriage the Carrier or its authorized agent shall specify the airport(s) of transfer in the air waybill.

5.12.3. The Carrier shall as possible deliver the transfer cargo to the airport of transfer in time before the departure of the aircraft performing the connecting flight necessary for the fulfillment of all administrative formalities and cargo transfer procedures.

5.12.4. International carriage by air of transfer cargo is subject to the requirements of the state agencies of the countries through the territory of which the carriage is performed.

5.12.5. If the package of transfer cargo in the airport of transfer cannot ensure its safety for further carriage such transfer cargo shall be repacked by the Carrier transferring the cargo. Further

carriage of transfer cargo is possible only once the defects in its packing have been corrected, a new air waybill in accordance with the actual weight of cargo has been completed, and an appropriate report has been drawn up and attached to the carriage documents.

Article 5.13 Delivery of cargo

5.13.1. Cargo carriage shall be considered to have been performed when cargo has been delivered to the Consignee in accordance with the conditions prescribed by the contract for carriage of cargo by air or to the Handling company in accordance with established procedures.

5.13.2. The Carrier or authorized third party shall forward to the Consignee the notice of cargo delivery to the Consignee's address not later than 12 hours after the arrival of the aircraft carried the cargo to the airport of destination and in case of delivery of special cargo requiring special conditions of the carriage except for oversized, heavy-weight and bulky cargo the notice of cargo delivery shall be forwarded to the Consignee not later than 3 hours after the arrival of the aircraft carried the cargo to the airport of destination unless otherwise provided by the contract for carriage of cargo by air.

5.13.3. The Consignee is obliged to accept and carry cargo delivered to its address. Cargo is released at the point of destination to the Consignee or to the authorized person indicated in the air waybill.

5.13.4. By the release of cargo the Carrier or Handling company on request of the Consignee shall check the number of items and the weight of arrived cargo.

5.13.5. In case of discovery of any damage to the package or seals of the Consignor affecting the condition of cargo, the Carrier is obliged at the presence of the Consignee to weight the damaged item of cargo, to open and check damaged cargo against the Consignor's packing lists, invoices and documents.

5.13.6. The Consignee has the right to refuse to accept damaged or spoiled cargo if it is determined that the quality of cargo has altered so much that it can no longer be wholly or partly used for its intended purpose.

5.13.7. The Consignee is obliged to effect due payments including payments not charged to the Consignor by the cargo acceptance for carriage and to accept delivery of cargo by the Carrier or Handling company. The Carrier shall determine the amount of payments and charges.

Article 5.14 Storage and disposal of cargo

5.14.1. The Carrier or Handling company is obliged to ensure properly storage of cargo delivered to the airport of destination within the period of storage set by the Carrier until cargo release to the Consignee or (if requested) a state agency. Period, procedures and cost of cargo storage shall be determined by the Carrier. Cargo shall be stored at the expense and risk of the Consignor.

5.14.2. If the Consignee fails to claim the arrived cargo within 10 days from the date of forwarding the notice of cargo arrival at his address, the Carrier shall send a notice to the Consignee of the necessity to receipt this cargo.

5.14.3. If within 10 days from the date of forwarding a notice of the necessity to receipt the cargo, the cargo is not claimed or the Consignee refused to accept it, the Carrier shall notify the Consignor about cargo non-acceptance. The said notice should contain a warning of proposed disposal or destruction of cargo in case of absence of Consignor's instructions within a period specified in the notice.

5.14.4. In case of absence of Consignor's instructions within 30 days from the date of forwarding a notice of cargo non-acceptance or, if the fulfillment of the received instructions is not possible, the

cargo shall be considered unclaimed and may be disposed or destroyed in accordance with established procedure.

5.14.5. Cargo arrived to the airport of destination without the air waybill and other required documents and/or labeling (undocumented cargo) shall be stored at the airport of destination until its ownership is determined but not more than 60 days from the arrival date of the aircraft carried the undocumented cargo. The Carrier or Handling company is obliged to use all reasonable efforts to determine the ownership of the cargo and to deliver it to the Consignee.

If within specified period the Consignee or Consignor of the cargo is not determined the cargo is declared unclaimed and is subject for disposal or destruction following the procedures stipulated by the regulatory legal acts of the Russian Federation.

5.14.6. Cargo subject to the customs control shall be stored and disposed in accordance with the customs legislation of the Russian Federation.

5.14.7. Cargo is subject for disposal or destruction if it is considered unclaimed or if such procedures are prescribed by the regulatory legal acts of the Russian Federation.

5.14.8. Decision on disposal or destruction of cargo shall be made by the committee convened by the Carrier.

Representatives of the Handling company, expert organization and adjuster in case of sale shall be the members of the committee.

Representatives of the state agencies may be the members of the committee in accordance with the regulatory legal acts of the Russian Federation.

5.14.9. The members of the committee shall check the availability of documents and materials confirming that all reasonable efforts have been made in order to determine the ownership of cargo and confirm that the available documents and materials allow making a decision on disposal or destruction of cargo.

5.14.10. By making decision on disposal or destruction of cargo the committee shall review the following documents:

- report provided for by paragraph 181 of the Federal Aviation Regulation "General rules for air carriage of passengers, baggage, cargo and the requirements for servicing passengers, consignors and consignees," approved by Order No 82 of the RF Ministry of Transport of June 28, 2007;

- air waybill (if any);

- investigative report (except in cases provided by paragraph 194 of the Federal Aviation Regulation "General rules for air carriage of passengers, baggage, cargo and the requirements for servicing passengers, consignors and consignees," approved by Order No 82 of the RF Ministry of Transport of June 28, 2007;

- reports of expert examination of cargo;

- instructions of the Consignor, documents confirming Consignee's refuse to accept cargo (if any);

- other documents provided by the regulatory legal acts of the Russian Federation.

5.14.11. Decision of the committee on disposal or destruction of cargo shall be confirmed by the act of cargo disposal or cargo destruction.

5.14.12. Cargo is subject for disposal according to the assessment specified by the committee.

5.14.13. Cargo destruction shall be performed by the specialized organization.

5.14.14. In case of cargo disposal the Carrier has the right to withhold all amounts due to it or other persons from the received payments in order to reimburse the incurred expenses in connection with the non-acceptance of cargo and to transfer the remaining amount to the Consignor or to the Passenger.

By cargo disposal the Consignee shall be held liable for the reimbursement of expenses to the Carrier or other persons that are not covered by the funds provided from the disposal of cargo.

Article 5.15 Disposition of cargo

5.15.1. The Consignor has the right in accordance with the procedure prescribed by the Federal Aviation Regulation "General rules for air carriage of passengers, baggage, cargo and the requirements for servicing passengers, consignors and consignees," approved by Order No 82 of the RF Ministry of Transport of June 28, 2007 and by these Rules to:

- return cargo delivered for carriage before its dispatch;
- change the Consignee in the air waybill before cargo delivery to the person authorized to its acceptance;
- dispose of cargo in case of non-acceptance by the Consignee or inability to deliver cargo to the Consignee.

5.15.2. Consignor's instructions for cargo carriage are mandatory except for cases when such instruction can prejudice the Carrier and other persons.

5.15.3. In case of inability to fulfill the Consignor's instructions the Carrier has the right to refuse to follow such instructions and is obliged to notify the Consignor about the inability to fulfill such instructions.

5.15.4. Disposition of cargo shall be carried out only on presentation of the original of the air waybill to the Carrier. All Consignors' instructions shall be in writing.

5.15.5. Expenses incurred in connection with the disposition of cargo shall be reimbursed by the Consignor except for cases when such disposition of cargo is resulted from the breach of contract for carriage of cargo by air by the Carrier.

5.15.6. The Carrier has the right to dispose of the cargo before cargo will be accepted or claimed by the Consignee. In case of non-acceptance of cargo by the Consignee or inability to deliver cargo to the Consignee such cargo shall be disposed by the Carrier.

CHAPTER 6 ADMINISTRATIVE FORMALITIES

Article 6.1 General provisions

6.1.1. All arriving and departing Passengers, including transit/transfer Passengers as well as inbound and outbound baggage and cargo are subject to passport, customs and other regulations established by Russian law.

6.1.2. Passengers and Consignors (Consignees) are obliged to comply with the laws and other regulations of the competent authorities of the countries on the territory, from the territory or through the territory of which baggage and cargo will be carried, with regard to the fulfillment of the requirements of aviation safety, customs, sanitary and quarantine, immigration, veterinary, phytosanitary, currency and other controls.

6.1.3. Passing border, customs, sanitary and quarantine, veterinary, phytosanitary and other checkpoints, Passengers and Consignors (Consignees) are obliged to fulfill the requirements of the relevant control authorities.

6.1.4. At border checkpoints, Passengers and Consignors (Consignees) are obliged to provide entry/exit, medical and other documents, specified by competent authorities of countries on the territory, from the territory or through the territory of which air carriage will be made.

6.1.5. The regulation of relations between control authorities and Passengers or Consignors (Consignees) arising in connection with the carriage by air of passengers, baggage and cargo, lies exclusively within cognizance of the Passengers and Consignors (Consignees) and is not within the responsibility of the Carrier. The Carrier is not liable if competent authorities refuse entry into the relevant country.

6.1.6. The Carrier bears no responsibility for the availability, reliability and satisfactory form of documents issued by competent state authorities and presented in connection with the carriage of passengers, baggage and cargo.

6.1.7. The Carrier has the right to refuse carriage by air of Passengers, baggage and cargo if carriage documents, presented by the Passenger or Consignor, are incomplete or improperly executed. The Carrier is not liable to the Passengers and Consignors (Consignees) for any expenses incurred by the latter due to the failure to comply with the requirements of the control authorities for carriage by air of passengers, baggage and cargo.

6.1.8. The Carrier will not be liable if the passenger is late in arriving for a flight due to passing border, customs, sanitary/quarantine, veterinary, phytosanitary and other checkpoints.

Article 6.2 Payment of fines and other expenses

6.2.1. In case competent authorities demand from Carrier to return a Passenger who has been refused to enter into the country of destination, transfer or transit to the airport of departure or another airport the Passenger or the organization executing documents for this Passenger is obliged to indemnify the Carrier for all expenses incurred as a result of such carriage.

The Passenger is also obliged to indemnify the Carrier for any other expenses (fines, bailment), incurred due to refusal of entry into the country of destination, transfer or transit.

6.2.2. The Carrier has the right to claim for damages and to use any sums paid by the Passenger or by the organization executing documents for this Passenger that stayed at its disposal for the unperformed carriage, or any other funds, paid by the Passenger or by the organization paying for the ticket, that stay at disposal of the Carrier, to pay the relevant fare and cover all expenses related to the deportation of this Passenger at the request of competent authorities.

CHAPTER 7 TERMINATION OF CONTRACT FOR CARRIAGE OF PASSENGERS AND CARGO BY AIR

Article 7.1 Denied boarding

7.1.1. The Passenger has the right to deny boarding in accordance with the procedure established by the legislation of the Russian Federation.

7.1.2. Involuntary denied boarding is due to:

- cancellation or delay of a flight, specified in the ticket;
- changes in the transportation route;
- failure to operate a flight reasonably according to the schedule;
- failure to provide a space on the flight for the date, specified in the ticket;
- delay at the airport caused by long-lasting inspection provided that no prohibited items or substances were found during baggage or personal inspection of the Passenger;
- failure to provide flight connection in case of single carriage performance;
- sudden disease of Passenger or disease/death of his family member if they are flying together on the same flight that can be confirmed by medical documents;
- failure to provide a class of service, specified in the ticket;
- improperly executed ticket, issued by the Carrier or its authorized Agent,
- sale in excess of the established limits or other breach of sales conditions;
- decrease in preliminary norms of ticket sales or substituting the aircraft by another aircraft with lower seating capacity.

7.1.3. In case of the involuntary denied boarding the Carrier shall make a record in the carriage document or provide the Passenger with a document which confirms circumstances, specified in the article 7.1.2. of these Rules.

7.1.4. The boarding denied due to the circumstances that are not specified in the article 7.1.2. of these Rules is deemed to be voluntary denied.

Article 7.2 Unilateral termination of contract for carriage of Passengers and Cargo by air

The Carrier can cancel unilaterally the contract for carriage of Passengers and cargo in the following cases:

1) violation of passport, customs, sanitary and other requirements established by the laws of the Russian Federation by the Passenger, Cargo owner or Consignor in the part relating to the air carriage, in international air carriage also by the rules determined by the appropriate authorities of the state of departure, destination or transit;

2) refusal of a Passenger, Cargo owner, Consignor to fulfill requirements of federal aviation regulations;

3) if the health of the aircraft Passenger requires special conditions of carriage or threatens the safety of the Passenger or other persons which shall be confirmed by medical documents and equally makes disorder and creates unavoidable inconveniences for other persons;

4) refusal of a Passenger to pay carriage of his own baggage whose weight is in excess of free baggage allowance;

5) refusal of a Passenger to pay the carriage of the child travelling with him except for the cases stipulated in subparagraph 3 paragraph 2 of Article 106 of the Air Code of the Russian Federation;

6) violation of the rules of behavior on board of the aircraft by the Passenger endangering flight safety or life/health of other persons as well as non-fulfillment of the instructions of the captain of the

aircraft by the Passenger demanded in compliance with Article 58 of the Air Code of the Russian Federation;

7) presence of prohibited articles or substances in the Passengers' items as well as in the baggage or cargo.

CHAPTER 8 REFUNDS

Article 8.1 General provisions

The refund of the sum is performed by the Carrier or its authorized agent in the place of purchase of the ticket. Refund shall be made by in accordance with relevant tariff rules and pursuant to other internal regulations and technologies of the Carrier.

Article 8.2 Refund procedure

8.2.1. Unless otherwise specified in tariff application rules refund for an unused carriage document and/or miscellaneous charges order is performed within the period of validity of carriage document and/or miscellaneous charges order.

8.2.2. The refund shall be made pursuant to unused ticket (unused portion thereof), miscellaneous charges order, excess baggage receipt, miscellaneous charges receipt to the person whose name is shown on the carriage document, miscellaneous charges order, excess baggage receipt, miscellaneous charges receipt upon the presentation of identification document or to the authorized person upon the presentation of identification document and a satisfactory proof of this right to receive this sum of money (notarized power of attorney – for individual person or power of attorney, notarized by authorized legal body - for legal representatives).

8.2.3. The refund for unused carriage document (unused portion thereof) will only be made upon remittance of the passenger coupon and unused flight coupons of the passenger ticket as well as miscellaneous charges order, excess baggage receipt, miscellaneous charges receipt and copies of an airway bill to the Carrier or its authorized agent.

8.2.4. The refund for unused electronic ticket (unused portion thereof) will be made upon presentation of identification document where the information used for e-ticket execution is shown.

Article 8.3 Refunds

8.3.1. The Carrier shall refund carriage charge in order, established by Rules of forming and application of tariffs for scheduled air carriage of passengers and baggage, collecting charges in Civil Aviation, issued by Ministry of Transport of the Russian Federation by 25.09.2008 No.155.

8.3.2. Sums of money paid due to the chartering contract shall be refunded according to procedures established by laws of the Russian Federation by the person who received carriage cost.

CHAPTER 9 RULES OF PASSENGER BEHAVIOR

Article 9.1 General provisions

The Passenger is obliged to comply with Russian laws, international treaties to which the Russian Federation is a party and the legislation of the countries on territory, from territory or through territories of which the carriage is performed regarding the carriage of Passengers, baggage, fulfillment of the requirements of aviation safety as well as requirements relating to border, customs, sanitary and quarantine, immigration, veterinary, phytosanitary, currency and other controls in accordance with the law of the Russian Federation.

Article 9.2 Pre-flight preparation

9.2.1. In pre-flight preparation the Passengers must:

- pack their hand-bags and baggage personally or be present during packing by other people in order to avoid inclusion of unknown items in their baggage;
- refuse to take from any person any items (packs) for carriage and delivery to other people without prior personal inspection;
- not leave their belongings unattended until they have been checked into airline care;
- not include in their baggage (where possible) electronic devices or means of communication.

9.2.2. During check-in the Passengers must:

- have documents, proving their identity;
- inform the staff as to the presence of any weapons or electronic devices; be prepared to answer questions regarding baggage, its contents or packages;
- inform aviation security or aircraft personnel of all suspicious situations which compromise flight safety;
- go through pre-flight check;
- present your hand-bag and personal items for inspection;
- inform the staff about any electronic devices or means of communication.

9.2.3. During check-in and boarding the Passengers must:

- maintain established rules of aviation security, rules of passenger behavior during pre-flight check and on-board, and assist aviation personnel and flight crew as needed.

Article 9.3 On board

9.3.1. On board of the aircraft the Passenger is obliged to:

- comply with all requirements and recommendations of the aircraft commander and flight crew;
- place hand baggage and personal belongings in locations designated by flight crew;
- maintain generally accepted public conduct;
- keep seatbelts fastened when the "Fasten seatbelts" indicator panel is illuminated and keep them fastened until the flight crew states otherwise.

The Passenger is prohibited from:

- creating situations which compromise flight safety and threaten the life (health) of other Passengers and cabin personnel;
- creating situations encouraging the occurrence of disorderly conduct and actions derogative to the personal dignity of other passengers or personnel as well as aggressive actions on the part of other persons;

- raising voice, disrespecting and behaving in an aggressive way towards other Passengers and cabin personnel;
- creating discomfort or disruption for resting (sleeping) Passengers;
- using electronic devices during taxiing, takeoff and landing;
- smoking onboard during the duration of the flight;
- consuming alcoholic beverages, brought on board of the aircraft or bought in Duty free;
- smoking during the whole flight including electronic cigarettes;
- using emergency equipment without crew's instruction.

9.3.2 In case the requirements of the crew are not satisfied, the intruder shall be subject to administrative and criminal sanctions according to the rules of international law, laws of the Russian Federation or country of residence.

«Rules of passenger behavior» and existing norms of their application stipulate the following sanctions:

- interruption of service with alcoholic drinks for a passenger under alcoholic intoxication and other intoxications;
- withdrawal in flight (with subsequent return after arrival) of the alcoholic drinks belonged to a passenger, including purchased in the duty free shops on board the aircraft;
- application of enforcement measures to persons refusing to perform instructions of the captain;
- removal of the passenger intruder off board the aircraft in the nearest point of landing, and in case of forced landing - reimbursement by passenger of additional expenses, suffered by the Carrier as a result of inadmissible behavior;
- forwarding of such passenger to law enforcement authorities irrespective of state of landing;
- reimbursement by passenger of the material damage caused to the Carrier as a result of property damage;
- imprisonment (in some countries – up to 2 years);
- imposition of monetary fines (in some countries – in the amount of more than \$3000);
- deprivation of right to use the services of the Carrier in future, including termination of the excluded agreement of carriage by air without compensation of its cost;
- cancellation of visas issued both by the Russian Federation and the other countries;
- bringing the incident to public notice in mass media and special Internet sites.

CHAPTER 10 LIABILITY OF THE CARRIER, PASSENGER AND CONSIGNOR

Article 10.1 General provisions

Parties to the contract for carriage of passenger by air and to the contract for carriage of cargo by air shall bear responsibility provided for by:

- the Convention for the Unification of certain rules relating to International carriage by air (signed at Warsaw, 12 October 1929);
- the international agreements to which the Russian Federation is a party;
- the Civil code of the Russian Federation;
- the Air code of the Russian Federation;
- other regulatory legal acts of the Russian Federation;
- these Rules;
- the contract for carriage of passenger by air and to the contract for carriage of cargo by air.

Article 10.2 Liability of the Carrier

10.2.1. The Carrier's liability for the injury to life or health of the passenger occurring during carriage by air within the territory of the Russian Federation shall be determined in accordance with current legislation of the Russian Federation, if a higher limit of the Carrier's liability is not stipulated by the contract for carriage of passenger by air as well as by the international agreements to which the Russian Federation is a party in the case of international carriage.

10.2.2. The Carrier shall be liable for loss, shortage or damage (defect) of checked baggage or cargo after the acceptance for carriage and until delivery to the Passenger/Consignee or, in accordance with the prescribed rules, to another private citizen or legal entity, if the Carrier fails to prove that all necessary measures for preventing such damage from being caused have been taken or that it was impossible to take such measures.

10.2.3. The Carrier shall be liable for the safety of the Passenger's carry-on items if the Carrier fails to prove that the loss, shortage or damage (defect) to such items occurred due to circumstances that the Carrier could not prevent and elimination of which did not depend on the Carrier or was due to intent of the Passenger.

10.2.4. The Carrier shall be liable for the loss, shortage or damage (defect) of baggage or cargo if the Carrier fails to prove that these were not resulted from the Carrier's willful act (or omission) or occurred during the carriage by air.

10.2.5. The Carrier's liability for the loss, shortage or damage (defect) to the baggage, cargo as well as the Passenger's carry-on items during carriage by air within the territory of the Russian Federation shall be limited to the following amounts:

- for the loss, shortage or damage (defect) to the baggage, cargo accepted for carriage by air with a declared value: to the amount of the declared value;
- for the loss, shortage or damage (defect) to the baggage, cargo accepted for carriage by air without declared value: to the amount of its cost but not more than limit established by the federal law;
- for the loss, shortage or damage (defect) to the Passenger's carry-on items: to the amount of their cost and if this cannot be determined to the amount established by the federal law.

10.2.6. The cost of the baggage, cargo and carry-on items shall be determined on the basis of the price indicated in the seller's account or specified by the contract. If this is not possible the cost is derived from the average price for similar goods at the place where the baggage or cargo was to be delivered either on the day of the voluntarily satisfaction of the claim or on the day of rendering of the judgment if the claim was not satisfied voluntarily.

10.2.7. In case of international carriage by air the Carrier shall be liable for the loss, shortage or damage (defect) to the baggage, cargo as well as the Passenger's carry-on items in accordance with the international agreements to which the Russian Federation is a party.

10.2.8. For any delay in delivery of a Passenger, baggage or cargo to the point of destination the Carrier shall pay a penalty in the amount of twenty five percent of the minimum wage rates established by the federal law for every delayed hour but not more than fifty percent of cost of the carriage if the Carrier fails to prove that such delay in delivery occurred due to Force majeure or rectification of technical failures on the aircraft threatening the life or health of the Passengers or due to other circumstances beyond the Carrier's control.

10.2.9. Carrier is not liable for change of

- date;
- departure time;
- flight route by the charterer.

10.2.10. Carrier is not liable for flight connection.

Article 10.3 Liability of the Consignor

The Consignor shall be liable for the Passenger in cases provided by these Rules of the Carrier and/or by the conditions of contract for the carriage of cargo by air in the amount applied for penalty and/or for actual amount of the damage to the Carrier (as prescribed by article 15 of the Civil code of the Russian Federation) incurred due to willful act/omission or negligence of the Consignor (including but not limited the damage suffered by the Carrier or any person for whom the Carrier is responsible, by reason of the irregularity, incorrectness or incompleteness of data and statements furnished by the Consignor in respect of the carried cargo.

Article 10.4 Liability of the Passenger

10.4.1. The Passenger shall be liable for the Carrier in cases provided by these Rules of the Carrier, the Tariff application rules of the Carrier and/or by the conditions of contract for the carriage by air in the amount applied for penalty and/or for actual amount of the damage to the Carrier (as prescribed by article 15 of the Civil code of the Russian Federation) incurred due to willful act/omission or negligence of the Passenger.

10.4.2. The Passenger whose actions can endanger the flight safety and who refuses to follow to the instructions of the captain of the aircraft shall bear criminal or administrative liability in accordance with the international law, legislation of the Russian Federation or law of the country of residence.

CHAPTER 11 SUBMISSION OF CLAIMS, ACTIONS AND SUITS

Article 11.1 General provisions

11.1.1. At the request of the Passenger, Consignor or Consignee, and upon presentation by one of them of the carriage documents, the Carrier is obliged to execute a commercial act. The commercial act certifies the circumstances that can be determined as the basis for the property liability of the Carrier, the Passenger, Consignor or Consignee.

11.1.2. Commercial act is executed upon baggage or cargo dispensing to certify the following circumstances:

- 1) nonconformity of proper shipping name of cargo, its weight and number of items to the data given in the traffic documents;
- 2) damage to cargo;
- 3) short delivery or damage to baggage;
- 4) discovery of baggage or cargo without traffic documents or traffic documents without baggage or cargo.

11.1.3. In case of any breach of the contract for carriage of passenger by air and to the contract for carriage of cargo by air, a claim or action may be raised against the Carrier.

Article 11.2 Persons with the right to bring a claim in case of any breach of the contract for carriage of a passenger by air or a contract for carriage of cargo by air.

11.2.1. In case of any breach of the contract for carriage of Passenger by air, subject to the following circumstances a claim or action may be raised against the Carrier by:

- the Passenger or authorized person upon presentation of a baggage check and a commercial act in case of loss, shortage or damage (defect) of checked baggage, as well as a delay in its delivery;

- the Passenger in case of termination of the contract for carriage of a passenger by air at the Carrier's initiative.

11.2.2. In case of any breach of the contract for carriage of cargo by air, subject to the following circumstances a claim or action may be raised against the Carrier by:

- by the Consignee upon presentation of the air waybill issued by the Carrier to the Consignor marked by the airport of destination on the arrival (or non-arrival) of cargo, or in the absence of such an air waybill, a document confirming payment of the cost of cargo and a Carrier's certificate of cargo shipment marked by the airport of destination on the arrival (or non-arrival) of cargo in case of loss of cargo;

- the Consignee upon presentation of the air waybill or commercial act in case of shortage or damage (defect) of the cargo;

- the Consignee upon presentation of the air waybill in case of a delay in cargo delivery.

Article 11.3 Deadline for claim submission

11.3.1. In case of carriage by air within the territory of the Russian Federation, claims against the Carrier may be raised within six months. This time limit is determined as follows:

- a claim for indemnity in case of shortage or damage (defect) of cargo as well as a delay in its delivery may be raised from the day following the date of cargo release;

- a claim for indemnity in case of loss of cargo may be raised in ten days at the end of the delivery period;

- a claim for indemnity in all other cases may be raised from the day the event constituting reasons for the claims takes place.

11.3.2. In case of international carriage by air claims against the Carrier may be raised as follows:

- a claim for indemnity in case of damage (defect) to the checked baggage or cargo may be raised within seven days from the day the baggage is received and at latest in fourteen days from the day the cargo is accepted;

- a claim for indemnity in case of a delay in delivery of the checked baggage or cargo may be raised within twenty one days from the date the baggage or cargo is rendered for disposition by the person authorized to its acceptance;

- a claim for indemnity in case of loss of baggage or cargo may be raised within eighteen days from the date of the aircraft's arrival at the airport of destination, from the scheduled date of the aircraft's arrival or from the date of the termination of the carriage by air.

11.3.3. The Carrier has the right to admit for consideration a claim upon the expiry of the fixed period, if the Carrier considers the reason of the failure to submit the claim in time as reasonable excuse.

Article 11.4 Submission of claims in case of any breach of the Contract for carriage of a Passenger by air or a Contract for carriage of cargo by air

11.4.1. Claims being brought shall be in writing signed by the claimant and contain information required for its consideration.

11.4.2. In the claim shall be specified:

- name of the Carrier against which the claim is raised;

- name and postal address of the institution, enterprise, organization or individual bringing the claim, its telephone and fax number, e-mail address;

- the circumstances constituting reasons for the claim and the evidence of such circumstances;

General rules for carriage of passengers, baggage and cargo
JSC «Orenburg airlines»

- demands of the claimant to the Carrier, amount claimed and its calculation with supporting documents;

- list of documents attached to the claim.

11.4.3. To the claim shall be attached:

- documents confirming the conclusion of the contract for carriage by air and the right of the claimant to raise a claim (usually originals);

- documents confirming circumstances which constitute the reasons for the claim;

- commercial act issued by the Carrier confirming the fact of shortage or damage to the baggage or cargo;

- authentic documents confirming amount of harm caused due to loss, shortage or damage to the baggage or cargo;

- any other documents at the discretion of the claimant.

11.4.4. Claim of the Passenger, Consignor or Consignee shall be considered by the Claim Committee of the Carrier. The Carrier shall consider a claim and forward to the Claimant a notice of satisfaction or rejection of claim within the period provided for by article 128 of the Air code of the Russian Federation and the norms of the civil legislation of the Russian Federation.

Statute of limitations is governed by the norms of the civil legislation.

Начальник службы наземного обеспечения
авиаперевозок



К.С. Козлов
«10» июля 2012 год