Terms and Conditions for Domestic Flight Passenger Service Facility Charge at Naha Airport

(Purpose)

Article 1

These Terms and Conditions specify the usage fee and its collection relating to the use of passenger service facilities (which herein shall mean the waiting room, security screening, departure and arrival concourses, automated public announcement and signage-display systems and such other facilities) in Naha Airport Domestic Passenger Terminal Building (hereinafter referred to as "Naha Domestic Airport") provided by Naha Airport Building Company Limited (hereinafter referred to as the "Company").

(Passenger Service Facility Charge)

Article 2

- 1. All passengers departing from or arriving at Naha Domestic Airport (hereinafter referred to as "Passengers") who will be issued with a ticket shall pay a passenger service facility charge (hereinafter referred to as the "Charge") to the air carrier or its agency (hereinafter referred to as the "Airline") at the time of airfare payment. Passengers without ticket issuance (including passengers using private aircraft) and Passengers who had not paid the Charge for any reason when the ticket was issued shall pay the Charge through the Airline by another method.
- 2. The amount of the Charge shall be as listed below. In applying the following Charge, a person 12 years old or older shall be defined as an adult, and a person three years old or older and under the age of 12 shall be defined as a child. Charges are not required for Passengers under the age of three. However, a Passenger under the age of 12 using an adult-fare ticket shall be considered an adult, and a Passenger under the age of three using a child-fare ticket shall be considered a child. Furthermore, when traveling on a fare (airline ticket) where the Passenger's age cannot be confirmed, the Passenger shall be considered to be over the age of 12.
 - (1) Charge (Includes national and local consumption taxes)
 - (i) Departing Passenger

Adult \(\frac{\pmathbf{4}}{120}\)/person (including tax) Child \(\frac{\pmathbf{4}}{60}\)/person (including tax)

(ii) Arriving Passenger

Adult \(\frac{\pmathbf{4}}{120}\)/person (including tax) Child \(\frac{\pmathbf{4}}{60}\)/person (including tax)

(Exemptions)

Article 3

Notwithstanding the preceding provisions in Article 2, if a Passenger falls under any of the conditions set forth in the attached Exhibit, the Company shall exempt the Charge from the Passenger subject to notification to the Company by the Airline.

(Suspension of Services)

Article 4

The Company may temporarily suspend a part of the passenger service facilities in the cases set forth in the following items and no refunds will be provided even in such cases.

- (1) In case of damage or malfunction in the passenger service facilities.
- (2) In case of repairs or other such work conducted in or on the passenger service facilities.
- (3) In cases other than the aforementioned two items, when it is specifically necessary to manage the passenger service facilities.

(Refund)

Article 5

When a Passenger cancels the departure from Naha Domestic Airport or did not arrive at Naha Domestic Airport; or in cases when the Company deems necessary, the Charge will be refunded through the Airline that the Passenger paid the Charge. The method of refunding the Charge shall be established by the Airline.

(Obligations of the Airline)

Article 6

- 1. The Airline shall submit to the Company all documents necessary in order to calculate the Charge, by the date designated by the Company.
- 2. Based on the preceding paragraph, the Company will calculate the Charge amount by the month, from the start of the month to the end of the month, and request the total Charge amount to the Airline.
- 3. The Airline shall make the payment of the Charge amount requested by the Company as stated in the preceding paragraph which was collected from the Passengers, by the date designated by the Company.
- 4. In case of delay by the Airline in the delivery of the Charge as stated in the preceding paragraphs, the Airline shall pay the Company the money in arrears, which will be calculated at the percentage of 14.6% a year to the amount delayed, for the period of time starting the day after the payment deadline to the day the payment is delivered. In case the overdue fine results in fractions under one yen, the amount in fractions will be rounded down to the whole number.
- 5. In case the Airline allows a Passenger to board with an airline ticket without any indications on the ticket that the Charge was paid (excluding cases that fall under Article 3), the Airline is responsible in requesting the payment from the said Passenger.

(Operating Procedures)

Article 7

Operation procedures and other conditions related to the collection of the Charge between the Company and the Airline shall be decided in a separate agreement between the two parties.

(Application of the Terms and Conditions)

Article 8

- 1. In the application of these Terms and Conditions, the Japanese text shall be regarded as authentic and shall be construed in accordance with the laws of Japan, and for any matter not stipulated herein shall be determined by the application of Japanese laws.
- 2. Disputes related to these Terms and Conditions shall be submitted to the exclusive jurisdiction of the Naha District Court.

(Amendment of Terms and Conditions)

Article 9

When amending these Terms and Conditions, the Company shall consult with the Airlines to deter mine the effective date of the amendment, and shall make public the said amendment, the content (s), and the effective date through the Company website (http://www.naha-airport.co.jp/). Passengers issued an airline ticket or using the passenger service facilities upon their departure from or arrival at Naha Domestic Airport after the amendment shall be deemed to have agreed to the amended Terms and Conditions and shall be governed by the same.

Supplementary Provisions

- 1. These Terms and Conditions shall come into effect as of March 31, 2019.
- 2. The Charge as stipulated in Article 2 shall apply to Passengers using Naha Domestic Airport for their departure or arrival as of March 31, 2019.

Passengers who fall under any of the following conditions shall be exempted from the Charge.

- (1) Passengers boarding aircraft used exclusively for the purpose of diplomatic or official government business.
- (2) Passengers on an aircraft that made an emergency landing at Naha Airport or passengers on an aircraft that alternatively landed at Naha Airport for reasons beyond their control.
- (3) Passengers on a plane that was ordered to land at Naha Airport as needed for air traffic control or other administrative purposes.
- (4) In cases when the aircraft returns to Naha Airport for reasons beyond control. (Passengers on board an aircraft that landed at Naha Airport without landing at any other airport).
- (5) Passengers who paid the Charge and departed Naha Airport the next day or after due to failure of the aircraft or its devices, medical emergency, highjack, bad weather at the Airport, closure of the runway, or as needed for air traffic control or other administrative purposes.
- (6) Passengers other than those who fall under the items listed above whom the Company specifically decides to not collect the Charge.