

## **GENERAL CONDITIONS OF CARRIAGE**

These TERMS AND CONDITIONS (“**TERMS AND CONDITIONS**”) supplement the IATA AWB TERMS incorporated into the AIR WAYBILL issued by the CARRIER and, subject to applicable law, further apply to any CARRIAGE to which the APPLICABLE CONVENTION does not apply.

### **1. ARTICLE 1 – DEFINITIONS**

- 1.1 "AGENT". Except when the context otherwise requires, any person who has authority, express or implied, to act for or on behalf of the CARRIER in relation to the CARRIAGE of CARGO.
- 1.2 "AIR WAYBILL". Any document made out by or on behalf of the SHIPPER, which evidences the contract between the SHIPPER and the CARRIER of CARGO.
- 1.3 "APPLICABLE CONVENTION". Unless the context requires otherwise, whichever of the following instruments is applicable to the CARRIAGE:
  - 1.3.1 the Convention for the Unification of Certain Rules Relating to International Carriage by Air, signed at Warsaw, 12 October 1929 (hereinafter referred to as the Warsaw Convention);
  - 1.3.2 the Warsaw Convention as amended at The Hague on 28 September 1955;
  - 1.3.3 the Warsaw Convention as amended by Additional Protocol No. 1 of Montreal 1975;
  - 1.3.4 the Warsaw Convention as amended at The Hague 1955 and by Additional Protocol No. 2 of Montreal 1975;
  - 1.3.5 the Warsaw Convention as amended at The Hague 1955 and by Protocol No. 4 of Montreal 1975; or
  - 1.3.6 the Montreal Convention of 1999.
- 1.4 "CARGO" (which is equivalent to the term "**goods**"). Anything carried or to be carried in an aircraft or by any other means of transportation except mail, or baggage carried under a passenger ticket and baggage check, and includes any item moving under an AIR WAYBILL or SHIPMENT RECORD.
- 1.5 "CARRIAGE" (which is equivalent to the term "**transportation**"). Carriage of CARGO by air or by any other means of transportation, whether gratuitously or for reward.
- 1.6 "CARRIER". Includes the air carrier designated in the AIR WAYBILL or the SHIPMENT RECORD pursuant to Article 14, and all carriers that carry or undertake to carry the CARGO or to perform any other services related to such CARRIAGE.
- 1.7 "CHARGES COLLECT". Charges conventionally entered on the AIR WAYBILL or SHIPMENT RECORD for collection from the CONSIGNEE against delivery of the SHIPMENT, if and to the extent permitted by the CARRIER.
- 1.8 "CONSIGNEE". The person whose name appears on the AIR WAYBILL or SHIPMENT RECORD, as the party to whom the SHIPMENT is to be delivered by the CARRIER.
- 1.9 "DAYS". Full calendar days, including Sundays and legal holidays provided that, for purposes of notification, the balance of the day upon which notice is despatched shall not be counted.
- 1.10 "DELIVERY SERVICE". Where expressly offered, the surface CARRIAGE of inbound SHIPMENTS from the airport of destination to the address of the CONSIGNEE or that of the CONSIGNEE's designated agent or to the custody of the appropriate government agency when required.
- 1.11 "IATA AWB TERMS". The provisions of the IATA Air Waybill Conditions of Contract promulgated by IATA pursuant to Resolution 600b and effective on 28<sup>th</sup> December 2019, as the same may be formally amended, restated or replaced by an IATA resolution or as issued by the CARRIER from time to time.
- 1.12 "PICK-UP SERVICE". Where expressly offered, the surface CARRIAGE of outbound SHIPMENTS from the point of pickup at the address of the SHIPPER or that of the SHIPPER's designated agent to the airport of departure.
- 1.13 "SHIPMENT" (which is equivalent to the term "**consignment**"). Except as otherwise provided herein, one or more packages or pieces of CARGO accepted by the CARRIER from one SHIPPER at one address, receipted for in one lot and under a single AIR WAYBILL or a single SHIPMENT RECORD, for CARRIAGE to one CONSIGNEE at one destination address.
- 1.14 "SHIPMENT RECORD". Any record of CARRIAGE preserved by the CARRIER, evidenced by means other than an AIR WAYBILL.

1.15 "SHIPPER" (which is equivalent to the term "consignor"). The person whose name appears on the AIR WAYBILL or SHIPMENT RECORD, as the party contracting with the CARRIER for the CARRIAGE of CARGO.

1.16 "SPECIAL DRAWING RIGHT"/ "SDR". A "Special Drawing Right" as defined by the International Monetary Fund.

## 2. ARTICLE 2 - APPLICABILITY

2.1 **General:** These TERMS AND CONDITIONS shall apply to all CARRIAGE of CARGO, including all services incidental thereto, performed by or on behalf of the CARRIER provided, however, that if such CARRIAGE is "International Carriage" as defined in the APPLICABLE CONVENTION such carriage shall be subject to the provisions of the APPLICABLE CONVENTION and conditions of contract printed on the corresponding AIR WAYBILL. In the event of any direct conflict between the terms of the AIR WAYBILL and these TERMS AND CONDITIONS, the AIR WAYBILL shall apply. In the event that an AIR WAYBILL was not issued or, for whatever reason, AIR WAYBILL conditions of contract are not printed thereon or cannot be determined, the IATA AWB TERMS effective at the time of SHIPMENT shall apply. In all other respects, these TERMS AND CONDITIONS shall supplement and shall not be in lieu of the conditions of contract printed on the corresponding AIR WAYBILL. Where the CARRIER permits the issue, completion and/or conclusion of AIR WAYBILLS and/or SHIPMENT RECORDS by electronic means, these TERMS AND CONDITIONS shall similarly apply and be incorporated into the corresponding CARRIAGE of CARGO. Notwithstanding the foregoing, the APPLICABLE CONVENTION shall always apply where applicable.

2.2 **Applicable Laws And Carrier's Tariffs:** To the extent not in conflict with Article 2.1 all CARRIAGE and other services performed by the CARRIER are subject to:

2.2.1 applicable laws of any relevant legal jurisdiction or country, including but not limited to security, customs, import, export, sanctions, restricted commodities, public health, aviation and all other applicable laws and regulations (including national laws implementing the APPLICABLE CONVENTION or extending the rules of the APPLICABLE CONVENTION to CARRIAGE which is not "International Carriage" as defined in the APPLICABLE CONVENTION), government regulations, orders and requirements; and

2.2.2 these TERMS AND CONDITIONS and other applicable tariffs, rules, regulations and timetables, if any (but not the times of departure and arrival therein, specified) of the CARRIER which are available on the CARRIER's website or other common electronic means in use from time to time and which may, where applicable, also be inspected at any of its offices and at airports from which it operates regular services.

2.3 **Gratuitous Carriage:** To the extent permitted by law with respect to gratuitous CARRIAGE, the CARRIER reserves the right to exclude the application of all or any part of these TERMS AND CONDITIONS.

2.4 **Change Without Notice:** These TERMS AND CONDITIONS and the published rates and charges are subject to change without notice, except to the extent otherwise provided by applicable law, government regulation or order provided, however, that no such change shall apply to a contract of CARRIAGE after the date of conclusion of the contract of CARRIAGE, or after the date the rate or charge for the CARRIAGE has been entered in the SHIPMENT RECORD.

2.5 **Effective Rules:** All CARRIAGE of CARGO governed by these TERMS AND CONDITIONS shall be subject to the CARRIER's rules, regulations and tariffs in effect on the date of the conclusion of the contract of CARRIAGE, provided that in the event of inconsistency between these TERMS AND CONDITIONS and the CARRIER's rules, regulations and tariffs, these TERMS AND CONDITIONS shall prevail.

## 3. ARTICLE 3 - ACCEPTABILITY OF GOODS FOR CARRIAGE

3.1 **Cargo Acceptable:** The CARRIER undertakes to transport, subject to the availability of suitable equipment and space, all SHIPMENTS other than those restricted in these TERMS AND CONDITIONS or otherwise excluded by the CARRIER's regulations and provided:

3.1.1 the transportation, or the exportation, transit or importation thereof is not prohibited by the applicable laws or regulations of any country to be flown from, to or over;

3.1.2 they are packed in a manner ready for CARRIAGE as required by the issuing CARRIER and any subsequent CARRIER;

3.1.3 they are accompanied by the requisite shipping documents; and

3.1.4 they are not likely to endanger aircraft or any other means of transportation, persons or property, or cause annoyance to passengers.

- 3.2 **Cargo Refusal:** In addition to any other right, remedy or requirement in the TERMS AND CONDITIONS, the CARRIER reserves the right without assuming any liability to refuse CARRIAGE of CARGO when it determines circumstances so require.
- 3.3 **Booking Confirmation:** All SHIPMENTS must be booked with the CARRIER and are subject to a booking confirmation and to the availability of suitable equipment and space.
- 3.4 **Restrictions To Shipment:** The CARRIER shall not be required to accept bookings for, shall not be liable to provide, and shall not be responsible for CARRIAGE performed based on wrong or incomplete information at the time of booking, regardless of what is stated on the face of the AIR WAYBILL, with respect to any CARGO or SHIPMENT, and the CARRIER further reserves the right to refuse a booking in relation to:
- 3.4.1 dangerous goods specified in and subject to the "ICAO Technical Instructions for the Safe Transportation of Dangerous Goods by Air" as may be effected from time to time by the "IATA Dangerous Goods Regulations" or as otherwise specified by applicable law, regulation or the CARRIER's published procedure or guideline;
  - 3.4.2 live animals or, if the CARRIER accepts live animals for CARRIAGE, then only where CARRIAGE is conducted in accordance with the "IATA Live Animals Regulations";
  - 3.4.3 dual-use or military goods without the appropriate licenses, permits or other approvals;
  - 3.4.4 SHIPMENTS involving parties that appear on prohibited, restricted or denied party lists and/or destined to countries or regions subject to sanctions or embargoes;
  - 3.4.5 perishable or temperature sensitive CARGO or, if accepted, then only on the basis that the SHIPPER agrees that the CARRIER does not guarantee to maintain any temperature range regardless of what may be indicated on the AIR WAYBILL or other SHIPMENT RECORD;
  - 3.4.6 CARGO containing animal products, derivatives or fauna;
  - 3.4.7 human remains;
  - 3.4.8 CARGO having irregular or oversize dimensions;
  - 3.4.9 the categories listed below or, if the CARRIER accepts the same, then only on the basis that the CARRIER gives its express prior written consent in other than standard form documentation and prior arrangements have been expressly agreed on such terms as the CARRIER shall specify from time to time:
    - (a) SHIPMENT or CARGO having a declared value for CARRIAGE;
    - (b) SHIPMENTS or CARGO which the SHIPPER states to contain high value or sensitive CARGO which requires special care or attention in transit;
    - (c) bullion or precious stones;
    - (d) bearer form of negotiable instruments including but not limited to bank notes, tax banderoles, telephone cards, bonds, or stock certificates;
    - (e) firearms, parts thereof, weapons, ammunition, or replicas thereof including toys;
    - (f) courier on-board SHIPMENTS or CARGO;
    - (g) illegal goods and products; and/or
    - (h) other CARGO, being CARGO that the CARRIER has from time to time published or otherwise notified the SHIPPER that it will not carry pursuant to any prohibited or restricted commodities or related policy issued from time to time, or which may or does require special treatment or arrangement;
- AND, if CARGO falls under any of the above, then all relevant information must be provided, as requested by the CARRIER.
- 3.5 **Advance Arrangements:** In the event that the CARRIER agrees to accept CARGO listed in Article 3.4 (and without any obligation to do so), the SHIPPER shall comply with any advance and other requirements stipulated by the CARRIER from time to time.

- 3.6 **Advance Details:** Details to be given in relation to advance arrangements must indicate the nature and characteristics of the goods, place of departure, place of destination, routing and probable date of movement, and shall request advice as to whether or not the consignment will be accepted.
- 3.7 **Cargo Packing And Marking:** The SHIPPER is responsible for ensuring that the CARGO is packed in an appropriate way for CARRIAGE so as to ensure that it can be carried safely with ordinary care in handling without the risk of injuring or damaging any persons, goods or property. Each package shall be legibly and durably marked so as to identify the SHIPPER and the CONSIGNEE. CARGO not packed in accordance with IATA/ICAO regulations, or in contravention of any restricted commodity, security, public health or other regulation or procedure, applicable laws or the CARRIER's policies, or with incorrect, uncompleted or inappropriate documentation (including but not limited to customs or equivalent documentation or declarations or other importation or exportation paperwork) or improper packaging may not be carried. The CARRIER reserves the right to refuse the transportation of CARGO that is not suitably packed, marked and/or documented as required by the TERMS AND CONDITIONS, applicable law, or otherwise in a manner inconsistent with the CARRIER's policies, procedures and guidelines issued or published from time to time.
- 3.8 **Conditions Relating To Cargo And Responsibility For Non-Observance:** Notwithstanding that the CARRIER may at its sole discretion effect the CARRIAGE of CARGO that is prohibited or subject to additional rules, regulations or requirements, responsibility for non-observance of the conditions relating to the CARRIAGE of CARGO rests upon the SHIPPER who shall indemnify the CARRIER for any loss, damage, delay, liability or penalties the CARRIER may incur because of CARRIAGE of any such CARGO.
- 3.9 **Specific Responsibility For Dangerous Goods:** The SHIPPER shall be wholly responsible for compliance with, indemnifies the CARRIER against and holds the CARRIER harmless from all loss and liability arising from the failure to comply with Articles 3.4.1 to 3.7, whether attributable to the SHIPPER, its agent or customer, and which may be incurred by the CARRIER from time to time including, but not limited to, loss, destruction, damage, death, injury, delay, fine, penalty, sanction, cost of disposal, additional transportation costs, fees and expenses, reasonable legal expenses and/or other loss caused, whether directly or indirectly, foreseeable or not, wholly or in part.
- 3.10 **Specific Responsibility For Security:** The SHIPPER shall comply with measures necessary for the security screening of CARGO to the extent required by Regulation (EC) 300/2008 and its associated implementation regulations as amended or replaced from time to time or, where the CARRIER is located outside of the European Union, the equivalent imposed in the jurisdiction to which the CARRIER is subject, as anticipated by Annex 17 to the "Chicago Convention on International Civil Aviation" of 7 December 1944, and any other applicable regulation to the extent the same is applicable to the CARRIAGE being undertaken, and shall be liable for and indemnify the CARRIER against all consequences of any non-compliance with such regulations.
- 3.11 **Carrier's Inspection Right:** The CARRIER reserves the right to examine the packaging and contents of all SHIPMENTS and to enquire into the correctness or sufficiency of information or documents tendered in respect of any SHIPMENT but the CARRIER shall be under no obligation to do so and assumes no liability with regard to such inspection or enquiry.
- 3.12 **Unit Load Devices:** When the SHIPPER undertakes to load a unit load device (ULD), the SHIPPER must comply with the CARRIER's loading instructions and shall be liable for and indemnify the CARRIER against the consequences of any non-compliance with such instructions. In the event that the SHIPPER uses or otherwise takes control of the CARRIER's ULD, the SHIPPER shall as a prerequisite execute the CARRIER's standard terms and conditions therefore or, if not executed shall, pursuant to these TERMS AND CONDITIONS, be deemed to have inspected and agreed to the same.

#### 4. ARTICLE 4 - DOCUMENTATION

- 4.1 **Air Waybill:** The SHIPPER shall make out or have made out on the SHIPPER's behalf, an AIR WAYBILL in the form, manner and number of copies prescribed by the CARRIER, and shall deliver such AIR WAYBILL to the CARRIER simultaneously with the acceptance of the CARGO by the CARRIER for CARRIAGE. However, charges for CARRIAGE and other charges, insofar as they have been ascertained, shall be inserted in the AIR WAYBILL by the CARRIER. Interline or equivalent arrangements may also be agreed between the CARRIER and a SHIPPER, in which case the terms of such arrangement shall apply to the extent the same are inconsistent with the TERMS AND CONDITIONS, but in all other respects the TERMS AND CONDITIONS shall apply. The CARRIER may require the SHIPPER to make out, or have made out on its behalf, separate AIR WAYBILLS when there is more than one package, if the CARGO cannot be carried in one packing unit in one aircraft, or if the CARGO cannot be carried under a single AIR WAYBILL without violation of government requirements or the CARRIER's rules. The SHIPPER shall always use the latest version of the AIR WAYBILL as notified by the CARRIER.
- 4.2 **Shipment Record:** The SHIPPER shall use a SHIPMENT RECORD to establish the contract of CARRIAGE in accordance with the CARRIER's regulations, unless an AIR WAYBILL is used due to the requirements of applicable international treaties, national law (including origin, destination or transfer point local regulations), or as bilaterally agreed between the CARRIER and the SHIPPER. When a SHIPMENT RECORD is used, the CARRIER shall, if requested by the SHIPPER, deliver to the SHIPPER a receipt for the CARGO permitting identification of the SHIPMENT and

access to the information contained in the SHIPMENT RECORD, in each case in accordance with the CARRIER's regulations.

- 4.3 **Additional Support:** The CARRIER may request and in that case the SHIPPER and/or destination freight forwarder and/or CONSIGNEE, as the case may be, will promptly provide any additional documentation required in relation to a SHIPMENT, including but not limited to statements, warranties, representations or indemnities pertaining to the acceptance of obligations as "Shipper of Record", the appointment of the CARRIER or its representatives as the SHIPPER's representative, agent or otherwise, in relation to the importation, export, customs formalities, dangerous goods, security, sanctions, public health or sanctions compliance, or related requirements and formalities pertaining to the CARRIAGE or the SHIPMENT.
- 4.4 **Apparent Condition / Packing Of The Cargo:** If the apparent order and condition of the CARGO and/or packing is in any way defective or deficient, the SHIPPER shall insert in the SHIPMENT RECORD, or advise the CARRIER for the insertion in the SHIPMENT RECORD, or if an AIR WAYBILL is delivered, include on the AIR WAYBILL, a statement of such apparent order and condition. However, if the SHIPPER fails to insert such a statement in the SHIPMENT RECORD, or to advise the CARRIER for insertion in the SHIPMENT RECORD of the apparent order and condition of the CARGO, or fails to include such statement in the AIR WAYBILL, or if such statement or advice is incorrect, the CARRIER may insert in the SHIPMENT RECORD, or include in the AIR WAYBILL a statement of the apparent order and condition of the CARGO, or note a correction thereto.
- 4.5 **Preparation, Completion Or Correction By Carrier:** The CARRIER may at the request of the SHIPPER, whether expressed or implied, insert into the SHIPMENT RECORD particulars and statements relating to the CARGO furnished by or on behalf of the SHIPPER to the CARRIER or make out the AIR WAYBILL, in which event, subject to proof to the contrary, the CARRIER shall be deemed to have done so on behalf of the SHIPPER. If the particulars and statements relating to the CARGO furnished by or on behalf of the SHIPPER to the CARRIER for insertion in the SHIPMENT RECORD, or the AIR WAYBILL handed over with the CARGO, do not contain all the required particulars, or if such particulars or statements contain any error, the CARRIER is authorized to complete or correct the particulars or statements to the best of the CARRIER's ability without being under any obligation to do so. Although not required to do so, the CARRIER may request specific authorisation from the SHIPPER in relation to the same, and may charge a fee to the SHIPPER for the correction or completion of such SHIPMENT RECORD or AIR WAYBILL as a consequence.
- 4.6 **Responsibility For Particulars:** The SHIPPER is responsible for the correctness of the particulars and statements relating to the CARGO inserted by or on behalf of the SHIPPER in the AIR WAYBILL, or furnished by or on behalf of the SHIPPER to the CARRIER, for insertion in the SHIPMENT RECORD. Where such information is provided by means of "Electronic Data Interchange" ("EDI"), it is the responsibility of the SHIPPER or the SHIPPER's agent to verify the contents, accuracy and completeness of the EDI and subsequent messages according to the agreed standards and specifications.
- 4.7 **Alterations:** AIR WAYBILLS, the writing on which has been altered or erased, need not be accepted by the CARRIER. If accepted by the CARRIER, the CARRIER will be under no liability arising from, or in respect of, such alterations or erasures. In the event that the CARRIER corrects, amends, supplements or otherwise modifies documentation accompanying a SHIPMENT or any deficiency affecting a SHIPMENT or its packaging in accordance with this Article 4, the CARRIER is deemed to have been authorised to do so by the SHIPPER on the SHIPPER's behalf. Although not required to do so, the CARRIER may request specific authorisation from the SHIPPER in relation to the same. The CARRIER shall have no liability to the SHIPPER or any other party arising out of, and the SHIPPER shall indemnify the CARRIER against all damage suffered by the CARRIER or by any other person to whom the CARRIER is liable, by reason of the CARRIER acting on behalf of the SHIPPER or due to any irregularity, incorrectness or incompleteness of the particulars and statements furnished by the SHIPPER or on its behalf.

## 5. ARTICLE 5 - RATES AND CHARGES

- 5.1 **Applicable Rates And Charges:** Rates and charges for CARRIAGE governed by these TERMS AND CONDITIONS are those agreed with the SHIPPER or otherwise duly published by the CARRIER and in effect on the date the contract of CARRIAGE has been concluded.
- 5.2 **Rates And Charges Basis:** Rates and charges will be based on the units of measurement agreed or otherwise subject to the rules and conditions published in the CARRIER's regulations and rate tariffs.
- 5.3 **Rates And Charges Services Not Included:** Except as otherwise provided in the CARRIER's regulations, rates and charges apply only from airport to airport and do not include any ancillary service given by the CARRIER in connection with the air CARRIAGE.
- 5.4 **Rates And Charges Payment:** Rates and charges are agreed or otherwise published in the currency shown in the applicable rate tariffs, and may be paid in any currency acceptable to the CARRIER. When payment is made in a currency other than in the currency in which the rate or charge is published, such payment will be made at the rate of exchange established for such purpose by the CARRIER. The provisions of this Article are subject to applicable exchange laws and government regulations.

- 5.5 **Liability To Pay Charges:** Full applicable charges, whether prepaid or collect (if collect is expressly agreed by the CARRIER pursuant to Article 5.8), fees, duties, taxes, charges, advances and payments made or incurred or to be incurred by the CARRIER, and any other sums payable to the CARRIER, will be deemed fully earned whether or not the CARGO is lost or damaged or fails to arrive at the destination specified in the contract of CARRIAGE. All such charges, sums and advances will be due and payable upon receipt of the CARGO by the CARRIER, except that they may be collected by the CARRIER at any stage of the service performed under the contract of CARRIAGE and may be collected at any time upon demand of the CARRIER. For the avoidance of doubt and notwithstanding any other provision to the contrary, any dispute regarding an invoice or part thereof shall not affect the SHIPPER's obligation to pay the invoice or other statement of account issued by the CARRIER through a payment system established for that purpose that the CARRIER and the SHIPPER have agreed to utilise, in full, pending resolution of the dispute. The CARRIER shall have the right at its sole and absolute discretion to apply any payments made by the SHIPPER to any outstanding invoices in the order it sees fit. The CARRIER's invoice shall be deemed correct and irrevocably accepted by the SHIPPER unless the SHIPPER has notified the CARRIER in writing within thirty (30) DAYS from the date of the invoice in dispute. Such notification shall include the relevant invoice number, the amount and full details of the reason for the dispute.
- 5.6 **Ancillary Charges:** The SHIPPER guarantees payment of the freight rate together with all storage charges, unpaid CHARGES COLLECT (if collect is expressly agreed by the CARRIER pursuant to Article 5.8) advances and disbursements and other charges of the CARRIER it is entitled to levy and which are invoiced pursuant to Article 5.5. The SHIPPER also guarantees payment of all costs, expenditures, fines, penalties, loss of time, damage and other sums which the CARRIER may incur or suffer by reason of the inclusion in the SHIPMENT of articles the CARRIAGE of which is prohibited by Article 3.4 and where no special arrangement has been made and complied with, which is prohibited by law, or the illegal, incorrect or insufficient marking, numbering, addressing or packing of packages or descriptions of the CARGO, or the absence, delay or incorrectness of any export or import licence or any required certificate or document, or any improper customs valuation, or incorrect statement of weight or volume or otherwise by virtue of Article 3.9. The CARRIER shall have a lien on the CARGO for each of the foregoing and, in the event of non-payment thereof, shall have the right to dispose of the CARGO at public or private sale (provided that prior to such sale the CARRIER shall have mailed notice thereof to the SHIPPER or to the CONSIGNEE at the address stated in the AIR WAYBILL) and to pay itself and any ancillary charges, including the cost of recovery, return delivery, making available for collection, and SHIPMENT or disposal of any prohibited or restricted item detected by the CARRIER or its agents, incurred as a consequence of the exercise of such right, out of the proceeds of sale any and all such amounts. No such sale shall, however, discharge any liability to pay any deficiencies, for which the SHIPPER and the CONSIGNEE shall remain jointly and severally liable. By taking delivery or exercising any other right arising from the contract of CARRIAGE, the CONSIGNEE agrees to pay such charges, sums and advances, except prepaid charges.
- 5.7 **Incorrect Weight Etc.:** If the gross weight, measurement, quantity or declared value of the CARGO exceeds the gross weight, measurement, quantity or declared value on which charges for CARRIAGE have been previously computed, the CARRIER shall be entitled to require payment of the charge on such excess.
- 5.8 **Charges Collect:** CHARGES COLLECT SHIPMENTS will not be accepted. The CARRIER shall not be required to accept bookings for or carry CHARGES COLLECT consignments or SHIPMENTS unless:
- 5.8.1 within the country or jurisdiction in which the AIR WAYBILL was made available or sold, an applicable tariff has been published by the CARRIER dealing specifically with the sale of CHARGES COLLECT consignments, or in other locations where it gives its express prior written consent in other than standard form documentation and prior arrangements have been expressly agreed, and then only on terms as CARRIER shall specify from time to time; and
- 5.8.2 regulations permit the conversions of funds into other currencies or the transfer of funds to other countries, in which event the CARRIER nevertheless reserves the right to refuse SHIPMENTS on a CHARGES COLLECT basis.
- 5.9 **Payment Date:** Unless otherwise specifically agreed in writing, all charges applicable to a SHIPMENT are payable in cash at the time of acceptance thereof by the CARRIER in the case of a prepaid SHIPMENT, i.e. a SHIPMENT on which the charges are to be paid by the SHIPPER, or at the time of delivery thereof by the CARRIER in the case of a CHARGES COLLECT SHIPMENT, i.e. a SHIPMENT on which the charges are to be paid by the CONSIGNEE.
- 5.10 **Shipment Cancellation:** The CARRIER may cancel the CARRIAGE of the SHIPMENT upon refusal by the SHIPPER, after demand by the CARRIER, to pay the charges or portion thereof so demanded, without the CARRIER being subject to any liability therefore.

## 6. ARTICLE 6 - SHIPMENTS IN COURSE OF CARRIAGE

- 6.1 **Compliance With Government Requirements:** The SHIPPER represents and warrants that it is not controlled by a party subject to applicable sanctions legislation, and that it shall comply with all applicable laws, customs and other government regulations of any country to, from, through or over which the CARGO may be carried, including those

relating to packing, CARRIAGE or delivery of the CARGO and shall, together with the SHIPMENT, furnish true and accurate information and deliver such documents as may be necessary to comply with such laws and regulations. The SHIPPER will be solely liable for obtaining any licenses or approvals required by the U.N., the EU, the U.S. Government or any other competent authority prior to SHIPMENT. The SHIPPER will provide the CARRIER with the details of applicable licenses or approvals, including copies thereof as may be requested, and inform the CARRIER of any license or approval conditions and routing restrictions that apply to the SHIPMENT. The SHIPPER shall also ensure that no SHIPMENT is consigned to any person or entity listed on the "EU Consolidated List", or the "U.S. Specially Designated Nationals List" administered by the United States Office of Foreign Assets Controls, or any other applicable list of sanctioned or debarred parties issued by national or international authorities. The CARRIER shall not be obliged to inquire into the correctness or sufficiency of such information or documents, but SHIPPER may not refuse to furnish any such information or documents if required by the CARRIER including, but not limited to, further information relating to the identity of both the SHIPPER and the CONSIGNEE (including its or their respective shareholders, affiliates or parent companies or participants, and/or other persons exercising effective control). The CARRIER shall not be liable to the SHIPPER or any other person for loss or expense due to the SHIPPER's failure and the SHIPPER shall be liable to the CARRIER for any damage occasioned by the failure of the SHIPPER to comply with this provision. The CARRIER shall not be liable for refusing to carry any SHIPMENT if the CARRIER reasonably determines in good faith that the information available to it is not sufficient for it to be able to determine whether it would or would not be in breach of applicable law upon accepting any SHIPMENT or transporting the CARGO, or if such refusal is otherwise required by any applicable law, government regulation, demand, order or requirement.

- 6.2 **Disbursements And Customs Formalities:** The CARRIER is authorized (but shall be under no obligation) to advance any duties, taxes or charges and to make any disbursement with respect to the CARGO, the SHIPPER or the CONSIGNEE and, by taking delivery or exercising any other right arising out of the contract for CARRIAGE, the CONSIGNEE, shall be jointly and severally liable for the reimbursement thereof. No CARRIER shall be under obligation to incur any expense or make any advance in connection with the forwarding or re-forwarding of the CARGO except against prepayment by the SHIPPER. If it is necessary to make customs entry of the CARGO at any stopping place, and no customs clearance agent has been named on the face of the AIR WAYBILL or in the SHIPMENT RECORD, the CARGO shall be deemed to be consigned to the CARRIER carrying the CARGO to such place. For such purpose a copy of the AIR WAYBILL, or of the SHIPMENT RECORD, certified by the CARRIER, shall be deemed original.
- 6.3 **Customs Procedure:** A SHIPMENT crossing national borders must be cleared through customs in the destination country prior to delivery to the CONSIGNEE. In addition to the AIR WAYBILL or SHIPMENT RECORD it is the SHIPPER's responsibility to ensure that all necessary documentation is provided and accurately completed in compliance with all applicable customs, import and export laws and government regulation. Such documentation must be issued prior to CARRIAGE and presented by the SHIPPER to the CARRIER. The CARRIER reserves the right to request and receive all customs documentation (including but not limited to import release note/tax assessment, transit documentation, etc.) from the SHIPPER and/or destination freight forwarder. In the event of any failure to provide and/or complete accurately all such documentation (including the AIR WAYBILL or SHIPMENT RECORD, import release note/tax assessment, transit documentation, etc.) the CARRIER will assume no liability to the SHIPPER or any other person for any loss, expense or delay due to the SHIPPER's failure to comply with this provision.
- 6.4 **Customs Hold:** When SHIPMENTS are held by customs or other agencies due to incorrect or missing documentation, the CARRIER may first attempt to notify the CONSIGNEE. If local law requires the correct information or documentation to be submitted by the CONSIGNEE and the CONSIGNEE fails to do so within such reasonable time as the CARRIER may determine, the SHIPMENT may be considered undeliverable (see Article 8.4 "CONSIGNEE FAILURE TO TAKE DELIVERY"). If the CONSIGNEE fails to supply the required information or documentation and local law allows the SHIPPER to provide the same, the CARRIER may attempt to notify the SHIPPER. If the SHIPPER also fails to provide the information or documentation within such reasonable time as the CARRIER may determine, the SHIPMENT will be considered undeliverable. The CARRIER assumes no responsibility for its inability to complete a delivery due to incorrect or missing documentation, whether or not it attempts to notify the CONSIGNEE or the SHIPPER. The CARRIER shall be entitled to charge an administrative fee for obtaining such corrective or complete information. In the event a SHIPMENT is not cleared through customs in the destination country prior to delivery to the CONSIGNEE, the SHIPPER and/or destination freight forwarder and/or CONSIGNEE shall provide proof to the CARRIER that the SHIPMENT is under customs control from its origin and the CARRIER reserves the right to receive all customs documentation (including but not limited to import release note/tax assessment, transit documentation, etc) upon request to the SHIPPER and/or destination freight forwarder and/or CONSIGNEE. The CARRIER shall not be liable for any delay in delivery or the CARRIER's inability or failure to complete a delivery due to acts or omissions of customs or other regulatory agencies.
- 6.5 **Schedules, Routings And Cancellations:** Unless specifically agreed otherwise and to the extent indicated in the AIR WAYBILL or SHIPMENT RECORD, the CARRIER undertakes to carry the CARGO with reasonable despatch but assumes no obligation to carry the CARGO by any specified aircraft, using any specific mode of transport for all or part of the transportation, or over any particular route or routes, or to make connections at any point according to any particular schedule. Times shown in the CARRIER's timetables or elsewhere are approximate and not guaranteed and form no part of the contract of CARRIAGE. No time is fixed for commencement or completion of

CARRIAGE or delivery of CARGO. The CARRIER is hereby authorised to select or deviate from the route or routes of the SHIPMENT, notwithstanding that the same may be stated on the face of the AIR WAYBILL or in the SHIPMENT RECORD. The CARRIER is not responsible for errors or omissions either in timetables or other representations of schedules. No employee, agent or representative of the CARRIER is authorized to bind the CARRIER by any statements or representations of the dates or times of departure of arrival, or of operation of any flight.

- 6.6 **Other Means, Postponement, Termination And Delay:** The CARRIER is authorized to carry the consignment without notice wholly or partly by any other means of transportation or to arrange such CARRIAGE. If it considers that it would be advisable to do so because of any fact beyond its control or not reasonably to be foreseen, anticipated, or predicted at the time the CARGO was accepted, or if it reasonably considers that other circumstances so require, taking into account the interests of the SHIPPER, the CARRIER reserves the right, without notice, to cancel, terminate, divert, postpone, delay, or advance any flight, or the further CARRIAGE of any CARGO, or to proceed with any flight without all or any part of the CARGO. Provided that no regulations/laws to the contrary are applicable, in the event any flight is, pursuant to this Article, cancelled, diverted, postponed, delayed or advanced or is terminated at a place other than the place of destination or in the event the CARRIAGE of any SHIPMENT is so cancelled, diverted, postponed, delayed, advanced or terminated, the CARRIER shall only be liable for its own gross negligence and wilful misconduct. In the event the CARRIAGE of the SHIPMENT or any part thereof is so terminated, delivery thereof by the CARRIER to any transfer agent for transfer or delivery or the placing of such SHIPMENT in storage shall be deemed complete delivery under the contract of CARRIAGE, and the CARRIER shall be without any further liability with respect thereto, except to give notice or the disposition of the SHIPMENT to the SHIPPER or to the CONSIGNEE, at the address stated in the AIR WAYBILL or SHIPMENT RECORD. The CARRIER may, but shall not be obligated, to forward the SHIPMENT for CARRIAGE by any other route or forward the SHIPMENT as agent for the SHIPPER or the CONSIGNEE for onward CARRIAGE by any transportation service on behalf of the SHIPPER or the CONSIGNEE. The cost of doing so attaches to the CARGO.
- 6.7 **Cargo Priority:** Unless otherwise agreed, and subject to applicable laws, regulations and orders, the CARRIER is authorised to determine the priority of CARRIAGE as between SHIPMENTS, and as between CARGO and mail or passengers. The CARRIER may likewise decide to remove any articles from a SHIPMENT, at any time or place whatsoever, and to proceed with the flight without them. If as a result of determining such priority, CARGO is not carried or CARRIAGE thereof is postponed or delayed or if any articles are removed from a SHIPMENT, the CARRIER will not be liable to the SHIPPER or the CONSIGNEE or to any other party for any consequences therefore.
- 6.8 **Certain Rights Of Carrier Over Shipment In Course Of Carriage:** If in the opinion of the CARRIER it is necessary to hold the SHIPMENT at any place for any reasonable purpose, either before, during or after CARRIAGE, the CARRIER may, upon giving notice thereof to the SHIPPER, store the SHIPMENT for the account and at the risk and expense of the SHIPPER, in any warehouse or other available place, or with the customs authorities, or the CARRIER may deliver the SHIPMENT to another transportation service for onward CARRIAGE to the CONSIGNEE. The SHIPPER shall indemnify the CARRIER against any expense or risk so incurred.

## 7. ARTICLE 7 - SHIPPER'S RIGHT OF DISPOSITION

- 7.1 **Right Of Disposition Exercise:** Every exercise of the right of disposition must be made by the SHIPPER or its designated agent, if any, and must be applicable to the whole SHIPMENT under a single AIR WAYBILL, or under a single SHIPMENT RECORD. The right of disposition over the CARGO may only be exercised if the SHIPPER or such agent produces the part of the AIR WAYBILL which was delivered to him, or communicates such other form of authority as may be prescribed by the CARRIER. Instructions as to disposition must be given in writing in the form prescribed by the CARRIER. In the event that the exercise of the right of disposition results in a change in the CONSIGNEE, such new CONSIGNEE shall be deemed to be the CONSIGNEE appearing on the AIR WAYBILL or in the SHIPMENT RECORD.
- 7.2 **Shipper's Option:** To the extent permitted by law and APPLICABLE CONVENTION, and subject to the SHIPPER's liability to carry out all the SHIPPER's obligations under the contract of CARRIAGE, and provided that this right of disposition is not exercised in such a way as to prejudice the CARRIER or another SHIPPER's, or the CONSIGNEE's right to delivery, the SHIPPER may at its own expense dispose of the CARGO either:
- 7.2.1 by withdrawing it at the airport of departure;
  - 7.2.2 by stopping it in the course of the journey on any landing;
  - 7.2.3 by calling for it in course of the journey to be delivered at the place of destination to a person other than the CONSIGNEE named in the AIR WAYBILL or SHIPMENT RECORD; or
  - 7.2.4 by requiring it to be returned to the airport of departure;

Provided that if, in the opinion of the CARRIER, it is not reasonably practicable to carry out the order of the SHIPPER, the CARRIER shall promptly inform the SHIPPER and the CARRIER shall thenceforth be under no obligation to carry out any such order.



7.3 **Expense Payment:** The SHIPPER shall be liable for and shall indemnify the CARRIER for all loss or damage suffered or incurred by the CARRIER as a result of the exercise of the CARRIER's right of disposition. The SHIPPER shall reimburse the CARRIER for any expenses occasioned by the exercise of the CARRIER's right of disposition.

7.4 **Extent Of Shipper's Right:** Provided that no regulations to the contrary are applicable, the SHIPPER's right of disposition shall cease at the moment when, after arrival of the CARGO at the destination, the CONSIGNEE takes possession or requests delivery of the CARGO or AIR WAYBILL, or otherwise shows its acceptance of the CARGO. Nevertheless, if the CONSIGNEE declines to accept the AIR WAYBILL or the CARGO, or if the CONSIGNEE cannot be communicated with, such right of disposition shall continue to vest in the SHIPPER.

## 8. ARTICLE 8 - DELIVERY

8.1 **Arrival Notice:** Notice of arrival of the SHIPMENT will, in the absence of other instructions, be sent to the CONSIGNEE and any other person whom the CARRIER has agreed to notify as evidenced in the AIR WAYBILL or SHIPMENT RECORD; such notice will be sent by ordinary methods. The CARRIER is not liable for non-receipt or delay in receipt of such notice.

8.2 **Shipment Delivery:** Except as otherwise specifically provided in the AIR WAYBILL or SHIPMENT RECORD, delivery of the SHIPMENT will be made only to the CONSIGNEE named therein, or the CONSIGNEE's agent. Delivery to the CONSIGNEE shall be deemed to have been effected and any potential liability of CARRIER shall be deemed to have ended:

8.2.1 when the CARRIER has delivered to the CONSIGNEE or the CONSIGNEE's agent, such authorization from the CARRIER as is required to enable the CONSIGNEE to obtain release of the SHIPMENT; or

8.2.2 when the SHIPMENT has been delivered to customs or other government authorities, as required by applicable law or customs regulation.

8.3 **Delivery Place:** Except as provided in Article 9.3, the CONSIGNEE must accept delivery of and collect the SHIPMENT at the airport of destination or the respective facility designated by the CARRIER.

8.4 **Consignee Failure To Take Delivery:** Subject to the provisions of Article 8.5, if the CONSIGNEE refuses or fails to take delivery of the SHIPMENT after its arrival at the airport of destination, or if the SHIPMENT fails to clear customs, the CARRIER will endeavour to comply with the instructions of the SHIPPER set forth on the face of the AIR WAYBILL, or in the SHIPMENT RECORD, subject to any local regulatory constraints. If such instructions are not so set forth or cannot reasonably be complied with, the CARRIER shall notify the SHIPPER of the CONSIGNEE's failure to take delivery, or failure of the SHIPMENT to clear customs, and request the SHIPPER's instructions. If no such instructions are received within thirty (30) DAYS, the CARRIER may sell the SHIPMENT in one or more lots at public or private sale, place the SHIPMENT in a general order warehouse or customs-bonded warehouse, or destroy or abandon such SHIPMENT. The SHIPPER is liable for all charges and expenses resulting from or in connection with the failure to take delivery of the SHIPMENT, or failure of the SHIPMENT to clear customs, including, but not limited to, storage charges and CARRIAGE charges incurred in returning the SHIPMENT if so required by the SHIPPER's instructions. If the SHIPMENT is returned to the airport of departure and the SHIPPER refuses or neglects to make such payments within fifteen (15) DAYS after such return, the CARRIER may dispose of the SHIPMENT or any part thereof at public or private sale after giving the SHIPPER ten (10) DAYS notice of its intention to do so. A sale of any SHIPMENT shall, however, not discharge the SHIPPER and/or owner of any liability hereunder to pay any deficiencies.

8.5 **Disposal Of Perishables:** When a SHIPMENT containing perishable articles in the possession of the CARRIER is delayed, unclaimed or refused at place of delivery, or for other reason is threatened with deterioration, the CARRIER may immediately take such steps as it sees fit for the protection of itself and other parties in interest, including but not limited to the destruction or abandonment of all or any part of the SHIPMENT, the sending of communications for instructions at the cost of the SHIPPER, the storage of the SHIPMENT or any part thereof at the risk and cost of the SHIPPER, or the disposition of the SHIPMENT or any part thereof at public or private sale without notice. In the event of the sale of the SHIPMENT as provided for above, either at the place of destination or at the place to which the SHIPMENT has been returned, the CARRIER is authorized to pay to itself and other transportation services out of the proceeds of such sale all charges, advances, and expenses of the CARRIER and other transportation services plus costs of sale, holding any surplus subject to the order of the SHIPPER. A sale of any SHIPMENT shall, however not discharge the SHIPPER and/or owner of any liability hereunder to pay any deficiencies.

8.6 **Responsibility For Charges:** By accepting delivery of the SHIPMENT the CONSIGNEE shall become liable for the payment of all costs and charges in connection with the CARRIAGE. Unless otherwise agreed, the SHIPPER shall not be released from the SHIPPER's own liability for such costs and charges and will remain jointly and severally liable with the CONSIGNEE. The CARRIER may make delivery of the SHIPMENT or the AIR WAYBILL conditional upon payment of such costs and charges.

## **9. ARTICLE 9 - PICK-UP AND DELIVERY SERVICES**

- 9.1 **Shipments:** SHIPMENTS are accepted for CARRIAGE from their receipt at the CARRIER's CARGO terminal or airport office at the place of departure to the airport at the place of destination or the respective facility as designated by the CARRIER.
- 9.2 **Service Availability:** A PICK-UP SERVICE and DELIVERY SERVICE may be available, to the extent and subject to the rates and charges established for such services in accordance with the applicable regulations published by the CARRIER.
- 9.3 **Service Request:** PICK-UP SERVICE, if available, will be provided when requested by the SHIPPER. Except when otherwise provided by the CARRIER's tariffs, DELIVERY SERVICE may be provided unless contrary instructions are given by the SHIPPER or by the CONSIGNEE. Such contrary instructions must be received by the CARRIER prior to removal of the SHIPMENT from the CARRIER's airport terminal at destination.
- 9.4 **Shipment For Which Service Is Unavailable:** PICK-UP SERVICE and DELIVERY SERVICE will not be provided by the CARRIER without special arrangement for any SHIPMENT which, in the opinion of the CARRIER, because of its volume, nature, value or weight is impractical for the CARRIER to handle in the normal course.
- 9.5 **Liability:** If a PICK-UP SERVICE or DELIVERY SERVICE is performed by or on behalf of the CARRIER, such transportation shall be upon the same terms as to liability as set forth in Article 10, unless otherwise provided by mandatory regulations.

## **10. ARTICLE 10 - CARRIER'S LIABILITY**

- 10.1 **Time Of Damage:** The CARRIER is liable to the SHIPPER, the CONSIGNEE or any other person for damage sustained in the event of destruction or loss of, or damage to, or delay in the CARRIAGE of CARGO only if the occurrence which caused the damage so sustained took place during the CARRIAGE as defined under Article 1.
- 10.2 **Limitation:** To the extent provided by APPLICABLE CONVENTION, the CARRIER's liability shall be limited to the amount stipulated in such APPLICABLE CONVENTION, notwithstanding the existence of gross negligence or wilful misconduct on the part of the CARRIER.
- 10.3 **Liability:** Except as may be otherwise provided for in any APPLICABLE CONVENTION, the CARRIER is not liable to the SHIPPER, the CONSIGNEE or any other person for any damage, delay or loss of whatsoever nature arising out of or in connection with the CARRIAGE of CARGO or other services performed by the CARRIER or its AGENTS, unless such damage, delay or loss is proved to have been caused by the gross negligence or wilful misconduct of the CARRIER.
- 10.4 **Inherent Vice:** The CARRIER is not liable if the destruction, loss of or damage to CARGO is proved to have resulted solely from the inherent defect, quality, nature or vice of that CARGO and/or as a result of SHIPPER's negligent act or omission or failure to comply with a SHIPPER's obligation.
- 10.5 **Animals:** If the CARRIER agrees to carry animals, it will not be liable for any loss, damage or expense arising from death due to natural causes, or death or injury of any animal or person (including but not limited to the animal attendant or keeper) caused by the conduct or acts of the animal itself or of other animals such as biting, kicking, goring or smothering, nor for that caused or contributed to by the condition, nature or propensities of the animal, or by defective packing of the animal, or by the inability of the animal to withstand unavoidable changes in its physical environment inherent in the CARRIAGE.
- 10.6 **Consequential Loss:** To the extent not in conflict with applicable law, the CARRIER shall not be liable in any event for any consequential loss or damage arising from CARRIAGE subject to these TERMS AND CONDITIONS, whether or not the CARRIER had knowledge that such loss or damage might be incurred.
- 10.7 **Contributory Negligence:** Contributory negligence on the part of the SHIPPER, the CONSIGNEE or other claimants releases the CARRIER of its liability to the extent provided by APPLICABLE CONVENTION and applicable law.
- 10.8 **Liability Amounts:** For CARRIAGE to which the Montreal Convention of 1999 does not apply, the CARRIER's liability limitation for CARGO destroyed, lost, damaged, or delayed shall be 22 SDRs per kilogram unless a greater per kilogram monetary limit is provided in any other relevant APPLICABLE CONVENTION. If, with the agreement of the CARRIER, the SHIPPER has made a special declaration of value for CARRIAGE and has paid the supplementary sum applicable, it is agreed that any liability shall in no event exceed such declared value for CARRIAGE stated on the face of the AIR WAYBILL or included in the SHIPMENT RECORD. All claims shall be subject to proof of value.
- 10.9 **Weight Calculation:** In the case of loss, damage or delay of part of the SHIPMENT, or of any object contained therein, the weight to be taken into consideration in determining the amount to which the CARRIER's liability is limited shall be only the weight of the package or packages concerned. In the absence of proof to the contrary, the value of any such part of the SHIPMENT lost, damaged or delayed as the case may be, shall be determined by reducing the total

value of the SHIPMENT in the proportion that the weight of that part of the SHIPMENT lost, damaged or delayed has to the total weight of the SHIPMENT.

**10.10 Foreign Air Transportation:** Notwithstanding any other provisions and to the extent to which the same is applicable, for "foreign air transportation" as defined by the "U.S. Transportation Code":

10.10.1 in the case of loss of, damage or delay to a SHIPMENT, the weight to be used in determining the CARRIER's limit of liability shall be the weight which is used to determine the charge for CARRIAGE of such SHIPMENT; and

10.10.2 in the case of loss of, damage or delay to a part of a SHIPMENT, the SHIPMENT weight in Article 10.10.1 shall be prorated to the packages covered by the same AIR WAYBILL whose value is affected by the loss, damage or delay. The weight applicable in the case of loss or damage to one or more articles in a package shall be the weight of the entire package.

**10.11 Shipper Damage To Other Cargo:** The SHIPPER, and to the extent permitted by applicable law, the owner and the CONSIGNEE whose property or SHIPMENT causes damage to or destruction of another SHIPMENT or of the property of the CARRIER, shall indemnify the CARRIER for all losses and expenses incurred by the CARRIER as a result thereof. CARGO which, because of inherent defect, quality or vice or because of defective packing, is likely to endanger aircraft, persons or property may be abandoned or destroyed by the CARRIER at any time without notice and without liability therefore attaching to the CARRIER.

**10.12 Third Party Air Waybill:** A CARRIER issuing an AIR WAYBILL for CARRIAGE over the lines of another CARRIER does so only as agent for such other CARRIER. Any reference in a SHIPMENT RECORD to CARRIAGE to be performed by another CARRIER shall be deemed to refer to CARRIAGE to be provided as principal by such other CARRIER. No CARRIER shall be liable for the loss, damage or delay of CARGO not occurring on its own line except that the SHIPPER shall have a right of action for such loss, damage or delay on the terms herein provided against the first CARRIER and the CONSIGNEE or other person entitled to delivery shall have such a right of action against the last CARRIER under the contract of CARRIAGE.

**10.13 Agents Etc.:** Whenever the liability of the CARRIER is excluded or limited under these TERMS AND CONDITIONS, such exclusion or limitation shall apply to agents, servants or representatives of the CARRIER and also to any CARRIER whose aircraft or other means of transportation is used for CARRIAGE.

**10.14 Force Majeure:** Unless otherwise provided for by the APPLICABLE CONVENTION or any other applicable law to the benefit of the SHIPPER or the CONSIGNEE, the following shall apply:

10.14.1 SHIPMENTS exposed to deterioration or decay due to change of climate, temperature, height or for any other usual circumstance or due to the duration of the agreed CARRIAGE time are only accepted by the CARRIER on the basis that it has no liability for loss or damage caused by deterioration or decay;

10.14.2 the CARRIER shall be not liable if the destruction, loss or damage of CARGO was caused by:

- (a) insufficient and/or defective packaging of CARGO performed by any person other than the CARRIER or its servants or agents; and/or
- (b) an act of war (including terrorist acts) or an armed conflict; and/or
- (c) an act of public authority carried out in connection with the entry, exit or transit of the CARGO; and/or
- (d) force majeure, in particular acts of God, any riot, civil commotion, strike, lockout, fire, war, epidemic, pandemic, act of foreign enemies, or any event beyond the reasonable control of the CARRIER.

## **11. ARTICLE 11 - LIMITATIONS ON CLAIMS AND ACTIONS**

**11.1 Good Receipt:** Receipt by the person entitled to delivery of the CARGO without complaint is prima facie evidence that the same has been delivered in good condition and in accordance with the contract of CARRIAGE.

**11.2 Complaint Notification:** No action shall be taken in the case of loss or damage to goods unless a complaint is made in writing by the person entitled to delivery, to the CARRIER. Such complaint shall be made:

11.2.1 in the case of visible damage to or partial loss of the goods, immediately after its discovery and at the latest within fourteen (14) DAYS from the date of receipt of the goods;

11.2.2 in the case of other damage to the goods, within fourteen (14) DAYS from the date of receipt of the goods;

11.2.3 in the case of delay, within twenty-one (21) DAYS from the date on which the goods were placed at the disposal of the person entitled to delivery; or

- 11.2.4 in the case of non-delivery of the goods, within one hundred and twenty (120) DAYS of the date the goods ought to have arrived at the destination.
- 11.3 **Time Limitation:** The right to damages shall be extinguished if an action is not brought within two (2) years, reckoned from the date of arrival at the destination, or from the date on which the aircraft ought to have arrived, or from the date on which the transportation stopped. The method of calculating that period shall be determined by the law of the court seized of the case.

## 12. ARTICLE 12 – DATA PROTECTION

- 12.1 **Data Protection Status:** The CARRIER and the SHIPPER acknowledge that within the meaning of the applicable data protection law, both are independent controllers (and no joint controllership exists) of the personal data provided to the CARRIER by the SHIPPER in performance of CARRIAGE of the SHIPMENT. The CARRIER and the SHIPPER in their capacity as data controllers are responsible for compliance with current and future applicable mandatory data protection laws, regulations and rules in relation to the processing of personal data.
- 12.2 **Data From Shipper:** The SHIPPER will be responsible for supplying the CARRIER with complete up-to-date data in relation to each SHIPMENT, including the name, address, email and phone number of the CONSIGNEE to whom SHIPMENTS are to be transported.
- 12.3 **Data Compliance:** In relation to any additional personal data provided by the SHIPPER in connection with a SHIPMENT, the SHIPPER will be responsible for compliance with applicable data protection laws and regulations, including obtaining and maintaining the appropriate legal status and basis required in relation to the provision of such data to the CARRIER and its AGENTS, and the processing by the CARRIER and its AGENTS of such data. The SHIPPER will provide the relevant data subjects with all information in connection with the collection, transfer and processing of such data, including:
- 12.3.1 the identity of the CARRIER as a data controller;
  - 12.3.2 the purpose of the processing;
  - 12.3.3 the categories of personal data which the SHIPPER will provide to the CARRIER;
  - 12.3.4 the correct legal basis as stipulated by data protection laws;
  - 12.3.5 confirmation that personal data will be passed to the CARRIER in relation to the performance of the SHIPMENT according to applicable data protections laws and regulations; and
  - 12.3.6 the rights of the data subjects as stipulated by applicable data protections laws and regulations.
- 12.4 **Data Transfer:** In relation to the performance of CARRIAGE of a SHIPMENT, CARRIER may use the services of subcontractors or AGENT. Personal data shall be transferred to such person solely for the performance of services in relation to the CARRIAGE of such SHIPMENT, in compliance with applicable law and in accordance with these TERMS AND CONDITIONS.
- 12.5 **Data Use:** The SHIPPER and the CONSIGNEE understand that the CARRIER or its AGENT may collect, use and share personal data in relation to a SHIPMENT for the purposes of performing its obligations and effecting CARRIAGE under the relevant AIR WAYBILL and these TERMS AND CONDITIONS, including but not limited to those relating to customs, sanctions, safety and security, or otherwise complying with applicable regulation. The CARRIER may also share data with affiliated companies within the Deutsche Post A.G. group of companies in relation to the performance of CARRIAGE and other services in connection with the SHIPMENT. In this respect, the "DPDHL Data Privacy Policy" constituting rules and guidelines that each Deutsche Post A.G. affiliate is required to adhere to, applies to the transfer of personal data from Deutsche Post A.G. affiliate companies established in the European Economic Area (EEA) to those affiliate companies outside the EEA.
- 12.6 **Data Processing:** Within their respective areas of responsibility, the CARRIER and the SHIPPER shall each ensure the security and confidentiality of personal data by implementing appropriate technological and organisational measures. The CARRIER shall process the personal data to the extent necessary in relation to the CARRIAGE and ancillary services pertaining to the SHIPMENT and for no other purpose, unless permitted or required by applicable law. The SHIPPER will indemnify the CARRIER against any losses, damages, claims and expenses suffered by the CARRIER in relation to the SHIPPERS' failure to comply with this Article 12.

## 13. ARTICLE 13 – GENERAL

- 13.1 **Laws:** To the extent that any provision contained in or referred to herein is contrary to APPLICABLE CONVENTION, or other applicable laws, government regulation, orders or requirements that cannot be waived by agreement of the parties, such provision shall not apply to the extent of such conflict. The invalidity of any provision shall not

affect the validity of any other provision contained herein. These TERMS AND CONDITIONS shall otherwise, unless required by applicable law, be subject to the laws of England and Wales and shall be subject to the jurisdiction of the Courts of London, England.

- 13.2 **Successive Carriers:** CARRIAGE to be performed under one contract of CARRIAGE by several successive CARRIERS is regarded as a single operation.
- 13.3 **Modification:** No agent, servant or representative of the CARRIER has authority to alter, modify or waive any provision of the contract of CARRIAGE or of these TERMS AND CONDITIONS.
- 13.4 **Set-Off:** The SHIPPER may not set-off any claims against the CARRIER unless the respective claim is uncontested, acknowledged or has become non-appealable.
- 13.5 **Assignment:** The SHIPPER or CONSIGNEE may assign any claims arising from contracts with the CARRIER only in relation to a party with rights or title to, or an interest in, the affected SHIPMENT with the prior written consent of the CARRIER, not to be unreasonably withheld, and on providing documentary evidence thereof to the CARRIER's reasonable satisfaction.

#### **14. ARTICLE 14 – PARTIES**

14.1 These TERMS AND CONDITIONS have been adopted by the following CARRIERS acting in their capacity as an airline:

- 14.1.1 European Air Transport Leipzig GmbH, a company registered in Germany with its business address at August-Euler-Strasse 1, 04435 Schkeuditz, Germany;
- 14.1.2 DHL Air (UK) Limited, a UK registered company with its registered address at Southern Hub, Unit 1, Horton Road, Colnbrook, Berkshire, SL3 0BB, England;
- 14.1.3 DHL Aviation EEMEA B.S.C.(c), a Bahraini registered company with its address at Building 342, Road 2406, Block 224, Muharraq, P.O. Box 5741, Kingdom of Bahrain;
- 14.1.4 DHL Aero Expreso S.A., a Panamanian registered company with its address at PO Box 6-947, Calle 50 y Via Israel, La Colmena, No. 9, El Dorado, Panama City, Panama;
- 14.1.5 DHL De Guatemala S.A., a Guatemalan registered company with its address at 10 Avenida 6-75, Zona 13, 01013, Guatemala;
- 14.1.6 Vensecar Internacional CA, a Venezuelan registered company with its address at Terminal Aviación Gen, Aeropuerto Internacional de Maiquetía, Maiquetia, Venezuela; and
- 14.1.7 Transam del Ecuador (Aero Express Del Ecuador), an Ecuadorian registered company with its address at Av. de las Americas 200 metros antes del Aeropuerto, Simon Bolivar, Guayaquil, Ecuador.

And in this respect these TERMS AND CONDITIONS shall apply to CARRIAGE effected pursuant to AIR WAYBILLS issued by them or on their behalf.

Last update: December 15<sup>th</sup> 2020