

**AIR TERMS & CONDITIONS OF CARRIAGE
TERMS AND CONDITIONS OF CONTRACT**

NOTICE CONCERNING CARRIERS' LIMITATION OF LIABILITY

IF THE CARRIAGE INVOLVES AN ULTIMATE DESTINATION OR STOP IN A COUNTRY OTHER THAN THE COUNTRY OF DEPARTURE, THE WARSAW CONVENTION OR THE MONTREAL CONVENTION MAY BE APPLICABLE AND MAY LIMIT THE LIABILITY OF CARRIER IN RESPECT OF LOSS OF, DAMAGE OR DELAY TO CARGO. DEPENDING ON THE APPLICABLE REGIME, LIABILITY OF THE CARRIER PER KILOGRAM MAY BE LIMITED TO 22 SPECIAL DRAWING RIGHTS, UNLESS A SPECIAL DECLARATION OF VALUE OR INTEREST IN DELIVERY IS MADE IN ADVANCE BY THE SHIPPER AND A SUPPLEMENTARY CHARGE IS PAID IF REQUIRED.

IN CARRIAGE TO WHICH NEITHER THE WARSAW CONVENTION NOR MONTREAL CONVENTION APPLY OR TO WHICH FOR ANY REASON THE LIABILITY LIMIT UNDER THE CONVENTION IS DETERMINED TO EXCEED THE FOREGOING LIMITATIONS, SHIPPER EXPRESSLY AGREES HEREIN THAT CARRIER'S LIABILITY SHALL NOT EXCEED 22 SPECIAL DRAWING RIGHTS OR THE EQUIVALENT PER KILOGRAM (OR US\$.50 PER POUND FOR DOMESTIC CARRIAGE ENTIRELY WITHIN THE UNITED STATES) OR ANY OTHER LIMITATION AS MAY BE SET FORTH HEREIN, WHICHEVER IS LOWEST, IN RESPECT OF LOSS OF OR DAMAGE TO CARGO INCLUDING DAMAGE OCCASIONED BY DELAY UNLESS A SPECIAL DECLARATION OF VALUE OR INTEREST IN DELIVERY IS MADE IN ADVANCE BY THE SHIPPER AND A SUPPLEMENTARY CHARGE IS PAID IF REQUIRED."

CONDITIONS OF CONTRACT

1. In this contract and the Notices appearing hereon:
"Carrier" includes the air carrier issuing this air waybill and all carriers that carry or undertake to carry the cargo or perform any other services related to such carriage. Carriage refers to the entire transportation including loading, unloading, stowing, storing, handling, and any and all other services whatsoever undertaken by Carrier in relation to the goods covered by this air waybill. "Special Drawing Rights" ("SDR") is a Special Drawing Right as defined by the International Monetary Fund. "Convention" means whichever of the following instruments is applicable to the contract of carriage: the Convention for the Unification of Certain Rules Relating to International Carriage by Air, signed at Warsaw, 12 October 1929; that Convention as amended at The Hague on 28 September 1955; that Convention as amended at The Hague 1955 and by Montreal Protocol No. 1, 2, or 4 (1975) as the case may be; the Convention for the Unification of Certain Rules for International Carriage by Air, done at Montreal on 28 May 1999. "Shipper" includes the shipper, consignor, consignee, receiver, holder of this air waybill, owner of the goods or other person entitled to the possession of the goods and their agents, including without limitation any freight forwarder (other than Carrier), consolidator, customs broker or other intermediary involved in this shipment, all of whom shall be liable to the Carrier for the payment of all charges under this air waybill and subject to its Conditions.
 - 2.1 Carriage is subject to the rules relating to liability established by the Convention unless such carriage is not "international carriage" as defined by the applicable Convention.
 - 2.2 To the extent not in conflict with the foregoing, carriage and other related services performed by each carrier are subject to:
 - 2.2.1 Applicable laws and government regulations;
 - 2.2.2 Provisions contained in the air waybill, Carrier's Conditions of carriage and related rules, regulations, and timetables (but not the times of departure and arrival stated therein) and applicable tariffs of such Carrier, which are made part hereof, and which may be inspected at any airports or other cargo sales offices from which it operates regular services. Carrier's Conditions of carriage include, but are not limited to:
 - 2.2.2.1 Limits on Carrier's liability for loss, damage or delay of goods, including fragile or perishable goods;
 - 2.2.2.2 Claims restrictions, including time periods within which shippers or consignees must file a claim or bring an action against Carrier for its acts or omissions, or those of its agents;
 - 2.2.2.3 Rights, if any, of Carrier to change the terms of the contract;
 - 2.2.2.4 Rules about Carrier's right to refuse to carry;
 - 2.2.2.5 Rights of Carrier and limitations concerning delay or failure to perform service, including schedule changes, substitution of alternate carriers or aircraft and rerouting.
2. The agreed stopping places (which may be altered by Carrier in case of necessity) are those places, except the place of departure and place of destination, set forth on the face hereof or shown in Carrier's timetables as scheduled stopping places for the route. Carriage to be performed hereunder by several successive carriers is regarded as a single operation.
3. For carriage to which the Convention does not apply, Carrier's liability limitation for cargo lost, damaged or delayed, shall be 22 SDRs per kilogram or US\$.50 per pound for domestic carriage entirely within the US, unless a greater per kilogram monetary limit is provided in any applicable Convention.
4. 5.1 Except when the Carrier has extended credit to the consignee without the written consent of the shipper, Shipper guarantees payment of all charges for the carriage due in accordance with Carrier's tariff, Conditions of carriage and related regulations, applicable laws (including national laws implementing the Convention), government regulations, orders and requirements.
 - 5.2 When no part of the consignment is delivered, a claim with respect to such consignment will be considered even though transportation charges thereon are unpaid.
5. 6.1 For cargo accepted for carriage, the Convention permits Shipper to increase the limitation of liability by declaring a higher value for carriage and paying a supplemental charge if required. Payment of claims shall be

- subject to proof of actual damages suffered.
- 6.2 In carriage to which the Convention does not apply Carrier shall, in accordance with the procedures set forth in its Conditions of carriage and applicable tariffs, permit shipper to increase the limitation of liability by declaring a higher value for carriage and paying a supplemental charge if so required.
7. 7.1 In cases of loss of, damage or delay to part of the cargo, the weight to be taken into account in determining Carrier's limit of liability shall be only the weight of the package or packages concerned.
- 7.2 Notwithstanding any other provisions, for "foreign air transportation" as defined by the US Code of Federal Regulations 49 CFR 1510.3, in the case of loss of, damage or delay to a shipment or part thereof, the weight to be used in determining Carrier's limit of liability shall be the weight (or a pro rata share of it) which is used to determine the charge for carriage of such shipment.
8. Any exclusion or limitation of liability applicable to Carrier shall apply to Carrier's agents, employees, and representatives and to any company whose aircraft or equipment is used by Carrier for carriage and such company's agents, employees and representatives. Such persons include without limitation, subcarriers, connecting carriers, couriers, warehouse companies, terminal operators, ground handlers, security providers, consolidators, truckers, road, rail, water and air transport operators, and any independent contractor directly or indirectly employed by Carrier in performance of the carriage. Any such limitation of liability shall be a single, aggregate limitation and satisfaction of such limitation by any one or more of the foregoing shall act as a satisfaction of such limitation by all of them.
9. Carrier undertakes to complete the carriage with reasonable dispatch. Where permitted by applicable laws, tariffs and government regulations, Carrier may use alternative carriers, aircraft or modes of transport without notice but with due regard to the interests of Shipper. Carrier is authorized by Shipper to select the routing and all intermediate stopping places that it deems appropriate or to change or deviate from the routing shown on the face hereof.
10. Receipt by the person entitled to delivery of the cargo without complaint shall be prima facie evidence that the cargo has been delivered in good condition and in accordance with the contract of carriage.
- 10.1 In the case of loss of, damage or delay to cargo a written complaint must be made to Carrier by the person entitled to delivery. Such complaint must be made:
- 10.1.1 In the case of damage to the cargo, immediately after discovery of the damage and at latest within 10 days from the date of receipt of the cargo;
- 10.1.2 In the case of delay, within 17 days from the date on which the cargo was placed at the disposal of the person entitled to delivery.
- 10.1.3 In the case of loss or non-delivery of the cargo, within 115 days from the date of issue of the air waybill.
- 10.2 Such complaint shall be made to Carrier issuing this air waybill, or to an office or agent of such Carrier at the point of origin or destination.
- 10.3 Unless a written complaint is made within the time limits specified in 10.1 no action may be brought against Carrier.
- 10.4 Any rights to damages against Carrier shall be extinguished unless an action is brought within two years 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 carriage stopped.
- 11 Shipper warrants that it is either the owner of the goods or the authorized agent of the owner of the goods described on the face hereof and further warrants that it is authorized to accept and is accepting these Conditions not only for itself but also as agent for and on behalf of the owner of the goods and all other persons who are or may hereafter become interested in the goods. Shipper shall comply with all applicable laws, rules and regulations of any government or government agency of any country to, from, through, or over which the goods may be carried or which may be issued by any inter-governmental agency including those relating to:
- (i) the packing, carriage, sealing, identification or delivery of the goods or,
- (ii) any aviation, road, rail, water or other general freight transport security requirements which must or ought to be complied with by the Shipper.
- Shipper shall furnish such information and attach such documents to this air waybill as may be necessary to comply with such laws, rules and regulations. Carrier is not liable to Shipper or any other person for loss or expense due to Shipper's failure to comply with this provision.
- Shipper warrants that:
- (i) the description and particulars of any goods furnished by or on behalf of Shipper are complete, timely and accurate;
- (ii) all goods have been properly and sufficiently prepared, packed, stowed, labelled, sealed, identified and/or marked;
- (iii) the goods do not comprise or contain any explosive, incendiary or other device, substance or weapon which may endanger life or the safety of any airplane, vehicle or other transport conveyance to be used in connection with the carriage of the goods or which may cause or may be likely to cause loss, damage, injury to or death of any person or property; and
- (iv) the goods do not comprise or contain any dangerous or hazardous materials within the meaning of the IATA Dangerous Goods Regulations or the Accord Dangereux Routier Regulations from time to time in force (collectively "the Regulations") and Shipper will not tender such goods to Carrier for carriage and/or related services without obtaining Carrier's prior written consent thereto. Where such consent is granted Shipper warrants that all such goods are packed, labelled and specified and otherwise meet all the requirement and provisions of the Regulations.
- SHIPPER SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS CARRIER FROM AND AGAINST ANY AND ALL LIABILITY, CLAIMS, LOSS, EXPENSE OR DAMAGE ARISING OUT OF OR RELATED TO A BREACH BY SHIPPER OF ANY OF THE WARRANTIES CONTAINED HEREIN OR BY THE FAILURE BY SHIPPER TO COMPLY WITH THESE PROVISIONS.**
12. No agent, employee or representative of Carrier has the authority to alter, modify or waive any provisions of this contract.
13. If any legislation, statute, law, treaty, or other rule ("Law") is compulsorily applicable to any services provided, these Conditions shall, as regards such business, be read as subject to any such Law, and nothing in these Conditions shall be construed as a surrender by Carrier of any of its rights or immunities or as an increase of any of its responsibilities or liabilities under such Law. If any part of this air waybill is repugnant to or inconsistent with any such Law, such Law shall prevail and shall be considered a part of this contract for as long as such applies by their own force, and no further, except as may be expressly invoked and incorporated by reference elsewhere herein. If any provision of these

- Conditions is declared void, invalid or unenforceable by any court of law, the remaining provisions of these Conditions shall to the extent permitted by such declaration remain in full force and effect as though the void, invalid or unenforceable provisions were never a provision of these Conditions.
14. Except as the Convention or other applicable law may otherwise require, the Carrier is not liable for any loss, damage, or delay, directly or indirectly arising out of compliance with laws, government regulations, orders, or requirements, or from Acts of God, or subcontracted carrier insolvency, or any other cause or event which the Carrier is unable to prevent by the exercise of reasonable diligence.
 15. **EXCEPT AS THE CONVENTION OR OTHER APPLICABLE LAW MAY OTHERWISE REQUIRE, CARRIER SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL OR INDIRECT LOSS, LOSS OF PROFITS OR SALES, LOSS OF MARKET, LOSS OF CONTRACT, LOSS OF REPUTATION OR GOODWILL, LOSS OF REVENUE OR USE CLAIMS, PUNITIVE OR EXEMPLARY DAMAGES, THE CONSEQUENCES OF DELAY OR DEVIATION HOWSOEVER CAUSED, ANY DAMAGE OR DELAY CAUSED BY THE SHIPPER, THIRD PARTY CLAIMS AGAINST THE SHIPPER OR ANY DAMAGE OCCURRING OUTSIDE THE CUSTODY OF THE CARRIER OR ITS SUBCONTRACTORS. THE DEFENSES AND LIMITS OF LIABILITY PROVIDED FOR HEREIN SHALL APPLY IN ANY ACTION AGAINST CARRIER WHETHER FOUNDED ON CONTRACT, TORT, EQUITY, INDEMNITY, BAILMENT OR ANY OTHER BASIS WHATSOEVER.**
 16. The goods or packages said to contain the goods described on the face hereof are accepted for carriage from their receipt at Carrier's terminal or airport premises at the place of departure to the airport at the place of destination. If so specifically agreed the goods or packages said to contain the goods described on the face hereof are also accepted for forwarding to the airport of departure and for onforwarding beyond the airport of destination. If such forwarding or onforwarding is by carriage operated or arranged by Carrier issuing this air waybill such carriage shall be upon the same terms as to liability as are herein contained. Shipper, owner and consignee hereby authorize Carrier to do all things deemed advisable to effect such forwarding or onforwarding including but without limitation selection of the means of forwarding or onforwarding and the routes thereof (unless these have been herein specified by Shipper), execution and acceptance of documents of carriage (which may include provisions exempting or limiting liability), and consigning of goods with no declaration of value notwithstanding any declaration of value in this air waybill.
 17. Notice of arrival of goods will be given promptly to the consignee or to the person indicated on the face hereof as the person to be notified. On arrival of the goods at the place of destination, subject to the acceptance of other instructions from Shipper prior to arrival of the goods at the place of destination, delivery will be made to, or in accordance with the instructions of the consignee. If the consignee declines to accept the goods or cannot be communicated with, disposition will be in accordance with instructions of Shipper and payment of all charges.
 18. If Carrier offers insurance and such insurance is requested in writing, and if the appropriate premium is paid and the fact recorded on the face hereof, the goods covered by this air waybill are insured on a first-party basis under an open policy for the amount requested as set out on the face hereof (recovery being limited to the actual value of goods lost or damaged provided that such amount does not exceed the insured value). The insurance is subject to the terms, conditions and coverage (from which certain risks are excluded) of the open policy, which is available for inspection at an office of the issuing carrier by the interested party.
 19. Shipper expressly agrees that Carrier shall have a general lien on goods and any documents relating thereto for all sums whatsoever due at any time to Carrier from Shipper, including interest, under this contract or related to any other service provided by Carrier to Shipper, inclusive of all costs, including but not limited to attorney fees and costs and other legal fees, incurred in exercise of said lien plus interest on those costs. Carrier shall have the right to sell the goods and documents by public auction or private treaty or sale, at Shipper's expense and without any liability towards Shipper.
 20. **SHIPPER, UNDERSTANDING THAT THE ORDINARY RATES OF CARRIER ARE PREMISED UPON CARRIER'S LIMITATION OF LIABILITY, AND IN CONSIDERATION FOR SUCH RATES, IN ADDITION TO ALL OTHER RESPONSIBILITIES SET FORTH HEREIN, EXPRESSLY AGREES TO DEFEND, INDEMNIFY, AND HOLD HARMLESS CARRIER FROM AND AGAINST ANY AND ALL LIABILITY OR CLAIMS, REGARDLESS OF HOW AND BY WHOM MADE, AGAINST CARRIER FOR ANY AMOUNT IN EXCESS OF THE LIMITATIONS OF LIABILITY TO WHICH CARRIER IS ENTITLED AS AGAINST SHIPPER.**