

Table of Contents
Conditions of Carriage for Etihad Cargo

Article 1	Definitions
Article 2	Applicability
Article 3	Acceptability of Goods for Carriage
Article 4	Documentation
Article 5	Rates and Charges
Article 6	Carriage
Article 7	Shipper's Right to Alter Delivery Instructions
Article 8	Delivery
Article 9	Carriers' Right to Subcontract
Article 10	Successive Carriers
Article 11	Carrier's Liability
Article 12	Limitations on Claims and Actions
Article 13	Overriding Law
Article 14	Modification and Waiver

Conditions of Carriage for Etihad Cargo

1 DEFINITIONS

- 1.1** **"Agent"** means, except when the context otherwise requires any person who has authority, express or implied, to act for or on behalf of Carrier in relation to the Carriage of Cargo, unless that person is acting as Shipper with respect to a Shipment governed by these Conditions of Carriage.
- 1.2** **"Air Waybill"** means the non-negotiable document entitled "Air Waybill" made out by or on behalf of the Shipper which evidences the contract between the Shipper and Carrier for Carriage of Cargo over routes of Carrier and can be in electronic form.
- 1.3** "Applicable Convention" means, unless the context requires otherwise, whichever of the following instruments is applicable to the contract of carriage:
- 1.3.1** the Convention for the Unification of Certain Rules Relating to the International Carriage by Air, signed at Warsaw, 12 October 1929; as amended at The Hague in 1955 and by the Additional Protocols No.1, No.2 and No.4 of Montreal 1975, if and when applicable; ("The Warsaw Convention");or
- 1.3.2** The Convention for the Unification of Certain Rules for International Carriage by Air, signed at Montreal on 28 May 1999 (the "Montreal Convention").
- 1.4** **"Cargo"** (which is equivalent to the term **"Goods"**), means anything carried or to be carried in an aircraft or by means of surface transportation including, but not limited to, road or rail vehicles, except mail, or baggage carried under a passenger ticket and baggage check, but includes any item including baggage moving under an Air Waybill or Shipment Record. The products of Etihad Crystal Cargo, such as but not limited to Express To Door ("Xpress2D") shall be deemed Cargo for the purposes of these conditions. Carriage of such products shall be subject these Conditions of Carriage, except to the extent explicitly provided otherwise in the specifications of such products.
- 1.5** **"Carriage"** (which is equivalent to the term **"Transportation"**) means Carriage of Cargo by air, land or by another means of transport, whether gratuitously or for reward.
- 1.6** **"Carrier"** includes the air carrier designated in the Airway Bill or the Shipment Record accepting or issuing the Air Waybill or preserving the Shipment Record and all carriers that carry or undertake to carry Cargo or to perform any other services related to such Carriage.
- 1.7** **"Charges Collect"** means the charges entered on the Air Waybill or Shipment Record for recollection from the Consignee against delivery of the Shipment.
- 1.8** **"Conditions of Carriage"** or **"Conditions"** means these Conditions of Carriage of Etihad Crystal Cargo.
- 1.9** **"Consignee"** means the person whose name appears on the Air Waybill or Shipment Record, as the party to whom the Shipment is to be delivered by Carrier.
- 1.10** **"Customs Clearance Agent"** means a customs broker or any other Agent of the Consignee designated to perform customs clearance services.
- 1.11** **"Dangerous Goods"** means all goods defined as such in the "IATA DGR Manual", as updated from time to time, which includes the following without limitation: fireworks (such as signal flares, sparklers or other or other explosives), flammable liquid or solids (such as fuel, paints, lighter refills, matches), household items (such as drain cleaners and solvents), pressure containers (such as spray cans, butane fuel, scuba tanks, propane tanks, carbon dioxide cartridges, and self inflating rafts), weapons (such as ammunition, gunpowder, mace, tear gas or pepper spray), and other hazardous materials (such as dry ice, gasoline-powered tools, wet-cell batteries, camping equipment with fuel, radioactive materials, poisons and infectious substances).

- 1.12** **"Days"** means full calendar days, including Fridays, Sundays and legal holidays; provided that for purposes of notification the balance of the day upon which notice is dispatched shall not be counted.
- 1.13** **"Delivery Service", "Express To Door"** (which is equivalent to **"Xpress2D"**), **"Express to Airport"** (which is equivalent to **"Xpress2A"**) means the surface carriage of inbound Shipments from the airport of destination to the address of the Consignee or that of his designated Agent or to the custody of the appropriate government agency when required, including any incidental surface carriage between airports.
- 1.14** **"Etihad Crystal Cargo"** means the cargo division of Etihad Airways PJSC, a Public Joint Stock Company established by Emiri Decree in the Emirate of Abu Dhabi, whose registered office is at Etihad Airways PJSC, P.O. Box: 35566, Abu Dhabi, United Arab Emirates.
- 1.15** **"Pick-up Service", "Express To Door"** (which is equivalent to **"Xpress2D"**), **"Express to Airport"** (which is equivalent to **"Xpress2A"**) means the surface carriage of outbound Shipments from the point of pick-up at the address of the Shipper or that of his designated Agent to the airport of departure, including any incidental surface carriage between airports.
- 1.16** **"Shipment"** (which is equivalent to the term **"Consignment"**) means except as otherwise provided herein, one or more packages or pieces of Cargo accepted by the Carrier from one Shipper at one time and at one address and under a single Air Waybill or single Shipment Record to one Consignee at one destination address.
- 1.17** **"Shipment Record"** means any record of the contract of Carriage preserved by Carrier, evidenced by means other than an Air Waybill.
- 1.18** **"Shipper"** (which is equivalent to the term **"Consignor"**) means the person whose name appears on the Air Waybill or Shipment Record, as the party contracting with Carrier for Carriage.
- 1.19** **"Special Drawing Right"** means a financial unit of account as defined by the International Monetary Fund.

2 APPLICABILITY

2.1 GENERAL

These conditions shall apply to all Carriage of Cargo, including all other services incidental thereto, performed by or on behalf of Carrier; provided however that such Carriage is "International Carriage" as defined in the Applicable Convention. Such Carriage shall be subject to the provisions of the Applicable Convention and to these Conditions of Carriage to the extent that these conditions are not inconsistent with the provisions of such Applicable Convention.

2.2 APPLICABLE LAWS & CARRIER'S CONDITIONS

To the extent not in conflict with paragraph 2.1 all Carriage and other services performed by Carrier are subject to:

- 2.2.1. applicable laws (including national laws implementing an 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 Conditions of Carriage and other applicable conditions, rules, regulations and time-tables (but not the times of departure and arrival therein specified) of Carrier which may be inspected at any of its offices and at airports from which it operates regular services.

2.3 GRATUITOUS CARRIAGE

With respect to gratuitous Carriage, Carrier reserves the right to exclude the application of all or any part of these Conditions of Carriage.

2.4 CHARTERS

- 2.4.1. With respect to Carriage of Cargo performed pursuant to a charter agreement with Carrier, such Carriage shall be subject to the terms and conditions of the charter contract entered into by Carrier, and these

conditions shall not apply except to the extent provided in said charter conditions.

2.4.2. In case of divergence between the applicable provisions of these Conditions of Carriage and the conditions contained or referred to in the charter agreement, the latter shall prevail and the Shipper, by accepting Carriage pursuant to a charter agreement, whether or not concluded with the Shipper, agrees to be bound by the applicable terms thereof.

2.4.3. Where there is no separate charter agreement applicable, these Conditions of Carriage shall apply to such charter agreement except that Carrier reserves the right to exclude the application of all or any part of these Conditions of Carriage.

2.5 CHANGE WITHOUT NOTICE

These Conditions of Carriage and the published rates and charges are subject to change without notice except to the extent otherwise provided by applicable law, government regulations or order; provided however that no such change shall apply to a contract of Carriage after the date of issuance of the Air Waybill by Carrier or after the date, the rate or charge for the Carriage has been entered in the Shipment Record.

2.6 EFFECTIVE RULES

All Carriage of Cargo governed by these Conditions of Carriage shall be subject to Carrier's rules, regulations and tariffs in effect on the date of issuance of the Air Waybill by Carrier or on the date of the Shipment Record, whichever is applicable, provided that in the event of inconsistency between these Conditions and Carrier's rules, regulations and tariffs, these Conditions shall prevail.

2.7 EXEMPTIONS FROM LIABILITY TO SUBSIST

All the rights, immunities and exemptions from liability in these Conditions shall continue to have their full force and effect in all circumstances and notwithstanding any breach of this contract or of any of its provisions by Carrier or any other person entitled to benefit from such provisions and irrespective of whether such may constitute a fundamental breach of contract or a breach of a fundamental term.

2.8 SEVERABILITY

It is hereby agreed that if any provision or part of any provision of these Conditions of Carriage is unenforceable such unenforceability shall not affect any other part of such provision or any other provision hereof.

3 ACCEPTABILITY of GOODS FOR CARRIAGE

3.1 CARGO ACCEPTABLE

3.1.1. Carrier undertakes to transport, subject to the availability of suitable equipment and space, all Shipments, unless otherwise excluded by Carrier's regulations and provided:

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

3.1.1.2. they are packed in a manner suitable for Carriage as required by the issuing Carrier and any subsequent Carrier;

3.1.1.3. they are accompanied by the requisite shipping documents;

3.1.1.4. they are not likely to endanger aircraft, on any other means of transportation or property, or cause annoyance to passengers; and

3.1.1.5. the gross weight, measurement, quantity or declared value does not differ from what has been booked and/or agreed upon.

3.1.2. Carrier reserves the right without assuming any liability to refuse Carriage of Cargo when circumstances so require.

3.2 REFUSAL OF CARRIAGE

Carrier may refuse Carriage of any Shipment having a declared value for Carriage in excess of the amount specified in Carrier's regulations.

3.3 PACKING & MARKING OF CARGO

- 3.3.1. Shipper is responsible for ensuring that Cargo is packed in an appropriate way for Carriage so as to ensure that it can be carried safely with ordinary care in handling, and so as not to injure or damage any persons, animals, goods or property. Packages containing valuables as defined in Carrier's regulations must be sealed if so requested by Carrier.
- 3.3.2. Each package shall be legibly and durably marked with the name and full address of the Shipper and Consignee.
- 3.3.3. Shipper is responsible for packing Cargo so as to protect it from all weather conditions to which it may be exposed, including but not limited to rain, wind, heat and cold.
- 3.3.4. The Carrier reserves the right to refuse the Transportation of Cargo that is not suitably packed or marked.

3.4 CARGO ACCEPTABLE ONLY UNDER PRESCRIBED CONDITIONS

Dangerous Goods, live animals, perishables, fragile goods, human remains, valuable goods, fire arms and other special cargo are acceptable only under the conditions set forth in Carrier's regulations applicable for the Carriage of such Cargo.

3.5 CARRIAGE OF PERISHABLES

- 3.5.1. Shipments of perishables must be packed and documented strictly in accordance with Carrier's special handling procedures which are incorporated and form part of these Conditions. In the event of deterioration of such a Shipment for whatever reason, Carrier in its sole discretion may take such steps as it deems appropriate.
- 3.5.2. Carrier is not liable whatsoever for any spoilage, reduction or defect in quality during Transportation of any perishable Shipment.

3.6 DANGEROUS GOODS

The Shipper shall not tender for Carriage any Cargo which is or may become dangerous, volatile, explosive, inflammable or offensive or which is, or may become, liable to damage any property or capable of posing a risk to the environment whatsoever, without presenting a full description disclosing the nature of such Cargo. In any event the Shipper shall be liable for all loss and damage caused thereby. If, in the sole opinion of Carrier, the Cargo becomes or is liable to become dangerous, inflammable, explosive, volatile, offensive, or damaging in nature or capable of posing a risk to the environment, the same may at any time be retained, destroyed, disposed of, abandoned or rendered harmless by Carrier without compensation to the Shipper and without prejudice to Carrier's right to any charges and at the cost of the Shipper.

3.7 COMPLIANCE WITH LAWS & REGULATIONS

The Shipper warrants that he has complied with all the laws and regulations relating to the nature, packaging, labeling, storage or Carriage of Cargo and that Cargo is packed in a manner adequate to withstand the ordinary risks of Carriage having regard to its nature, and further the Shipper hereby indemnifies Carrier for any liability whatsoever for all costs, fines and expenses as a result of or arising out of the Shipper's failure to comply with each of these warranties, including but not limited to compliance with the applicable Dangerous Goods Regulations. Carrier shall not be liable to the Shipper or any other person for loss or expense due to the Shipper's failure to comply with such laws and regulations.

3.8 CARRIER'S RIGHT OF INSPECTION

Carrier reserves the right to inspect 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 Carrier shall be under no obligation to do so, and assumes no liability with regard to such inspection or enquiry.

3.9 UNIT LOAD DEVICES

When Shipper undertakes to load a unit load device (ULD) he must comply with Carrier's loading instructions and be liable for and shall indemnify Carrier against all consequences of any non-compliance with such instructions.

4 DOCUMENTATION

4.1 AIR WAYBILL

The Shipper shall make out, or have made out on his behalf; an Air Waybill in the form, manner and number of copies prescribed by Carrier, and shall deliver such Air Waybill to Carrier simultaneously with the acceptance of Cargo by Carrier for Carriage, or provide it to the Carrier in electronic form. However, charges for Carriage and other charges, in so far as they have been ascertained, shall be inserted in the Air Waybill by Carrier. Carrier may require the Shipper to make out, or have made out on his behalf, separate Air Waybills when there is more than one package or when the Shipment cannot be carried in one aircraft or cannot, without breach of government or Carriers' regulations, be carried on one Air Waybill. Upon request, upon tendering of the Shipment the Air Waybill must be physically available.

4.2 SHIPMENT RECORD

Carrier, with the express or implied consent of the Shipper, may substitute for the delivery of an Air Waybill a Shipment Record to preserve a record of the Carriage to be performed. If such Shipment Record is used, Carrier shall, if so requested by the Shipper, deliver to the Shipper in accordance with Carrier's regulations a receipt for the Cargo permitting identification of the Shipment and access, in accordance with Carrier's regulations, to the information contained in the Shipment Record.

4.3 APPARENT CONDITION/ PACKING OF CARGO

If the apparent order and condition of Cargo and/or packing is in any way defective the Shipper shall, if an Air Waybill is delivered, include on the Air Waybill a statement of such apparent order and condition. If no Air Waybill is delivered, the Shipper shall advise Carrier of the apparent order and conditions of the Cargo, to enable Carrier to insert an appropriate reference thereto in the Shipment Record. However, if the Shipper fails to include such statement in the Air Waybill or to advise Carrier of the apparent order and condition of the Cargo, or if such statement or advice is incorrect, Carrier may include in the Air Waybill or insert in the Shipment Record a statement of the apparent order and condition of Cargo, or note a correction thereto.

4.4 PREPARATION, COMPLETION OR CORRECTION BY CARRIER

Carrier may at the request of the Shipper express or implied, make out the Air Waybill in which event, subject to proof to the contrary, Carrier shall be deemed to have done so on behalf of the Shipper. If the Air Waybill handed over with the Cargo or if the particulars and statements relating to the Cargo furnished by or on behalf of the Shipper to Carrier for insertion in the Shipment Record do not contain all the required particulars, or if the Air Waybill or such particulars or statements contain any error, Carrier is authorized to complete or correct the Air Waybill or particulars or statements to the best of Carrier's ability without being under any obligation to do so.

4.5 RESPONSIBILITY FOR PARTICULARS

The Shipper is responsible for the correctness and completeness of the particulars and statements relating to the Cargo inserted by him or on his behalf in the Air Waybill or furnished by him or on his behalf to 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 contents, accuracy and completeness of the EDI messages and subsequent messages according to the agreed standards and specifications. The Shipper or the Shipper's agent shall indemnify Carrier against all damage suffered by him, or by any other person to whom Carrier is liable, by reason of the irregularity, incorrectness or incompleteness of the particulars and statements furnished by the Shipper or on his behalf.

4.6 ALTERATION/ CHANGES

Air Waybills, whose entries were altered or erased need not be accepted by Carrier.

5 RATES AND CHARGES

5.1 APPLICABLE RATES AND CHARGES

Rates and charges for Carriage governed by these conditions are those duly published by Carrier and in effect on the date of issuance of the Air Waybill by Carrier or on the date the rate or charge for the Carriage has been entered in the Shipment Record. The charge specified does not include any appropriate customs duties or taxes and Carrier is authorized (but not obliged) to advance any such duties and taxes in respect of the Goods and the Shipper and Consignee are jointly and severally liable to reimburse the Carrier therefore.

5.2 BASIS OF RATES AND CHARGES

Rates and charges will be based on the units of measurement and subject to the rules and conditions published in Carrier's regulations and rate tariffs.

5.3 SERVICES NOT INCLUDED IN PUBLISHED RATES AND CHARGES

Except as otherwise provided in Carrier's regulations, in Carrier's product specifications or as otherwise agreed upon, rates and charges apply only from airport to airport and do not include any ancillary service given by Carrier in connection with Carriage such as storage, insurance, Pick up Service, Delivery Service, Xpress2D, Xpress2A or any expense incurred by Carrier in repairing faulty packing, expense incurred in clearing Cargo through customs, charges, fines, penalties or taxes imposed or collected by government authorities, surcharges, etc. Carrier does not offer all risk insurance on Cargo Shipments. Carrier recommends that Shipper obtains such insurance through outside insurers.

5.4 PAYMENT OF CHARGES

- 5.4.1. Subject to government regulations and currency exchange laws, rates and charges are published in the currency shown in the applicable rate tariffs, and may be paid in any currency acceptable to 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 Carrier, the current statement of which is available for inspection at Carrier's office where payment is made.
- 5.4.2. Full applicable charges, whether prepaid or collect, fees, duties, taxes, charges, advances and payments, made or incurred or to be incurred by Carrier and any other sums payable to Carrier, will be deemed fully earned, whether or not Cargo is lost or damaged or fails to arrive at the destination specified in the Air Waybill or Shipment Record.
- 5.4.3. All such charges, sums and advances will be due and payable upon receipt of the Cargo by Carrier. However the Carrier may collect charges, sums and advances at any stage the service performed under the contract of Carriage.
- 5.4.4. The Shipper and the Consignee shall not be entitled to apply any set off or right to suspend performance in respect of sums charged by Carrier to the Shipper or the Consignee under any contract existing between them.
- 5.4.5. With respect to any charges, expenses, or disbursements which cannot be determined at the time Goods are handed over for the execution of the agreed Carriage, Carrier may require an advance deposit from Shipper. Carrier shall determine the currency in which that deposit should be paid. Any balance due, in connection with such deposits from Carrier to Shipper or vice versa, shall be settled immediately upon completion of all requested or necessary Carriage after determination of the exact amount of the charges, expenses and disbursements due.
- 5.4.6. The Shipper guarantees payment of all unpaid charges, unpaid Charges Collect, advances and disbursements of Carrier. The Shipper also guarantees payment of all costs, expenditures, fines, penalties, loss of time, damage and other sums which Carrier may incur or suffer by reason of the inclusion in the Shipment of articles the Carriage of which is prohibited by law, or the illegal, incorrect or insufficient marking, numbering, addressing or packing of packages or descriptions of Cargo, or the absence, delay or incorrectness of any export or import license or any required certificate or document, or any improper customs valuation, or incorrect statement of weight or volume.

- 5.4.7. If the gross weight, measurement, quantity, or declared value of Cargo exceeds the gross weight, measurement, quantity or declared value on which charges for Carriage have been previously computed, Carrier shall be entitled to require payment of the charge on such excess.
- 5.4.8. Charges Collect Shipments will be accepted only to those countries listed in Carrier's regulations and subject to the conditions contained therein. Information on countries to which Charges Collect service is available may be obtained from offices and representatives of Carrier.
- 5.4.9. Unless agreed otherwise, all charges applicable to a Shipment are payable in cash at the time of acceptance thereof by Carrier or at the time of delivery thereof by Carrier in the case of a Charges Collect Shipment. If the Consignee fails to pay said charges, when such charges are to be collected, the Shipper and Consignee, remain jointly and severally liable to pay these charges.
- 5.4.10. Carrier may cancel any Carriage of the Shipment upon refusal by the Shipper, after demand by Carrier, to pay the charges or portion thereof so demanded, without Carrier being subject to any liability therefore.

5.5 CARRIER'S GENERAL LIEN

Carrier shall have a lien on the Cargo and on any other Cargo of the Shipper in the possession of Carrier and, in the event of non-payment thereof, shall have the right to dispose of the Cargo by public auction or private sale (provided that prior to such sale 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 out of the proceeds of such sale or to destroy the Cargo. No such auction, sale or destruction 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.

6 CARRIAGE

6.1 COMPLIANCE WITH GOVERNMENT REQUIREMENTS

- 6.1.1. The Shipper shall comply with all applicable laws, customs and other government regulations of any country to, from, through or over which Cargo may be carried, including those relating to the packing, Carriage or delivery of Cargo, and shall, together with the Shipment, furnish such information and deliver such documents as may be necessary to comply with such laws and regulations. Carrier shall not be obliged to enquire into the correctness or sufficiency of such information or documents. Carrier shall not be liable to the Shipper or any other person for loss or expense due to Shipper's failure to comply with this provision. The Shipper shall indemnify Carrier against any damage occasioned by the failure of the Shipper to comply with this provision.
- 6.1.2. Carrier shall not be liable for refusing to carry any Shipment if Carrier reasonably determines in good faith that such refusal is required by any applicable law, government regulation, demand, order or requirement.

6.2 DISBURSEMENTS AND CUSTOMS FORMALITIES

Carrier is authorized (but shall be under no obligation) to advance any duties, taxes or charges and to make any disbursement with respect to Cargo and the Shipper and Consignee shall be jointly and severally liable for the reimbursement thereof. No Carrier shall be under obligation to incur any expense or to make any advance in connection with the forwarding or re-forwarding of Cargo except against prepayment by the Shipper. If it is necessary to make customs entry of 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, Cargo shall be deemed to be consigned to Carrier carrying Cargo to such place. For any such purpose a copy of the Air Waybill, or the Shipment Record, certified by Carrier, shall be deemed original.

6.3 SCHEDULES, ROUTINGS AND CANCELLATIONS

- 6.3.1. Unless specifically agreed otherwise and so indicated in the Air Waybill or Shipment Record, Carrier undertakes to carry Cargo with reasonable dispatch but assumes no obligation to carry Cargo by any specified aircraft

or over any particular route or routes, or to make connections at any point according to any particular schedule. Times shown in Carrier's timetables or elsewhere are approximate and not guaranteed and form no part of the contract of Carriage. Carrier is hereby authorized 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. Carrier is not responsible for errors or omissions either in timetables or other representations of schedules. No employee, Agent or representative of Carrier is authorized to bind Carrier by any statements or representations of the dates or times of departure or arrival, or of operation of any flight.

- 6.3.2. Carrier is authorized to carry the consignment without notice wholly or partly by any other means of Transportation or to arrange such Carriage.
- 6.3.3. Carrier reserves the right without notice to cancel, terminate, postpone, divert, 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, if it considers that it would be advisable to do so because of any facts beyond its control or not reasonably to be foreseen, anticipated, or predicted at the same time the Cargo was accepted; or if it reasonably considers that any other circumstances so require.
- 6.3.4. In the event any flight is 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, Carrier shall not be under any liability with respect thereto.
- 6.3.5. In the event the Carriage of the Shipment or any part thereof is so terminated, delivery thereof by Carrier to any transfer Agent for transfer or delivery or the placing of such Shipment in storage shall be deemed completed delivery under the Air Waybill or Shipment Record, and Carrier shall be without any further liability with respect thereto, except to give notice of the disposition of the Shipment to the Shipper or to the Consignee at the address stated in the Air Waybill or Shipment Record.
- 6.3.6. Carrier is authorized to determine the priority of Carriage as between Shipments, and as between Cargo and mail or passengers. 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 article is removed from a Shipment, Carrier will not be liable to Shipper or Consignee or to any other person for any consequences therefore.

6.4 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, Carrier may, upon giving notice thereof to the Shipper at the address stated in the Air Waybill or Shipment Record, 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 Carrier may deliver the Shipment to another transportation service for onward Carriage to the Consignee. The Shipper shall indemnify Carrier against any expense or risk so incurred.

7 SHIPPER'S RIGHT TO ALTER DELIVERY INSTRUCTIONS

7.1 EXERCISE OF RIGHT OF DISPOSITION

Every exercise of the right of disposition must be made by the Shipper or the Shipper's 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 Carrier's regulations. Instructions as to disposition must be given (in writing) in the form prescribed by Carrier. In the event that the exercise of the right results in a change of 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

- 7.2.1. Subject to the Shipper's liability to carry out all its obligations under the contract of Carriage and provided that this right of disposition is not exercised in such a way as to prejudice Carrier or other Shippers, the Shipper may at its own expense dispose of Cargo either:
- 7.2.1.1. by withdrawing it at the airport of departure or of destination; or
 - 7.2.1.2. by stopping it in the course of the journey on any landing; or
 - 7.2.1.3. by calling for it to be delivered at the place of destination or in the course of the journey to a person other than the Consignee named in the Air Waybill or Shipment Record; or
 - 7.2.1.4. by requiring it to be returned to the airport of departure.
- 7.2.2. Provided that if, in the opinion of Carrier, it is not reasonably practicable to carry out the order of the Shipper, Carrier shall so inform him promptly and Carrier shall thenceforth be under no obligation to carry out any such order.

7.3 PAYMENT OF EXPENSES

The Shipper shall be liable for and shall indemnify Carrier for all loss or damage suffered or incurred by Carrier as a result of the exercise of its right of disposition. The Shipper shall reimburse Carrier for any expenses occasioned by the exercise of this right.

7.4 EXTENT OF SHIPPER'S RIGHT

The Shipper's right of disposition shall cease at the moment when, after arrival of Cargo at the destination, the Consignee takes possession or requests delivery of Cargo or Air Waybill, or otherwise shows his 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 alteration shall continue to vest in the Shipper.

8 DELIVERY

8.1 NOTICE OF ARRIVAL

Notice of arrival of the Shipment will, in the absence of other instructions, be sent to the Consignee and any other person whom Carrier has agreed to notify as evidenced in the Air Waybill or Shipment Record; such notice will be sent by ordinary methods. The written notification can also be given by fax or by electronic mail. Carrier is not liable for non-receipt or delay in receipt of such notice.

8.2 DELIVERY OF SHIPMENT

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 his agent. Such notice will be sent by ordinary methods. Carrier is not liable for non-receipt or delay in receipt of such notice. Delivery to the Consignee shall be deemed to have been effected;

- 8.2.1. when Carrier has delivered to the Consignee or his agent any authorization from Carrier 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 PLACE OF DELIVERY

Except as provided in Article 8.9 hereof, the Consignee must take delivery and collect the Shipment at the airport of destination or the respective facility as designated by the Carrier.

8.4 RECEIPT BY CONSIGNEE

Receipt of Cargo by the Consignee without complaint is prima facie evidence that the same has been delivered in good condition and in accordance with the contract of Carriage.

8.5 FAILURE OF CONSIGNEE TO TAKE DELIVERY

- 8.5.1. Subject to the provisions of Article 8.6 hereof, if the Consignee refuses or fails to take delivery of the Shipment after its arrival at the airport destination, Carrier will endeavor to comply with any reasonable instructions of the Shipper set forth on the face of the Air Waybill or Shipment Record. If such instructions are not so set forth or cannot reasonably be complied with, Carrier shall notify the Shipper of the Consignee's failure to take delivery and request his instructions. If no such instructions are received within thirty (30) Days, in respect of non-perishables, and immediately, in respect of perishables, Carrier may sell the Shipment in one or more lots at public or private sale in accordance with the applicable law, destroy or abandon such Shipment or return the Cargo to the country terminal of departure, at its sole discretion.
- 8.5.2. The Shipper and Consignee are jointly and severally liable for all charges and expenses resulting from or in connection with the failure to take delivery of the Shipment, including, but not limited to storage 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, 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.

8.6 DISPOSAL OF PERISHABLES, DANGEROUS GOODS AND LIVE ANIMALS

- 8.6.1. When a Shipment containing perishables, Dangerous Goods or live animals is delayed in the possession of Carrier, or is unclaimed or refused at place of delivery, or for other reasons is threatened with deterioration, or may pose a threat to the environment, Carrier may, at the sole cost and expense of the Shipper, immediately take such steps as it sees fit for the protection of itself and other parties in interest, including but not limited to;
- 8.6.1.1. the disposal of the Shipment or any part thereof at public auction or private sale without notice;
 - 8.6.1.2. the storage of the Shipment or any part thereof; or
 - 8.6.1.3. the destruction or abandonment of all or any part of the Shipment.
- 8.6.2. In the event of the sale of the Shipment as provided above, Carrier is authorized to pay itself and any other third parties such as transport services out of the proceeds of such sale, all charges advances and expenses of Carrier and to account to the Shipper and third parties, as applicable, in respect of any balance of such proceeds. Any such sale of Shipment shall not however discharge the Shipper and/or owner of any liability hereunder to pay any deficiencies.

8.7 OBLIGATION UPON DELIVERY OF SHIPMENT

By accepting delivery of the Air Waybill and/or the Shipment the Consignee shall become liable for payment of all costs and charges in connection with the Carriage. Unless otherwise agreed the Shipper shall not be released from his own liability for these costs and charges and will remain jointly and severally liable with the Consignee. Carrier may make delivery of the Shipment or the Air Waybill conditional upon payment of these costs and charges.

8.8 CARGO ATTENDANTS

If Shipper elects to transport Cargo attendants or grooms for the purpose of accompanying the Shipment, it will do so subject to advance arrangement and subject to approval of Carrier. Carriage of such persons shall be subject to Carrier's General Conditions of Carriage for Passengers and Baggage.

8.9 PICK-UP, DELIVERY, EXPRESS TO DOOR and EXPRESS TO AIRPORT SERVICES

- 8.9.1. Pick-up, Delivery Service, Express To Door and Express To Airport services may be available at the points, to the extent and subject to the rates and charges established for such services in accordance with the applicable regulations of the Carrier.

- 8.9.2. Pick-up service, Express To Door and Express To Airport service, if available, will be provided when requested by the Shipper. Delivery service, if available, may be provided unless contrary instructions are given by the Shipper or by the Consignee. Such contrary instructions must be received by Carrier prior to removal of the Shipment from Carrier's airport terminal at destination.
- 8.9.3. Pick-up service, Delivery Service and Express To Door and Express To Airport service will not be provided by Carrier without special arrangement for any Shipment which, in the opinion of Carrier, because of its volume, nature, value or weight is impractical for Carrier to handle in normal course.
- 8.9.4. If Pick-up service, Delivery Service, Express To Door and Express To Airport service is performed by or on behalf of the Carrier, such surface transportation shall be upon the same terms as to liability as set forth in Article 11 hereof, irrespective of the fact whether the requirements for applicability have been satisfied in the relationship between Carrier and the Shipper.

9 CARRIER'S RIGHT TO SUBCONTRACT

9.1 CARRIER'S RIGHT

The Carrier and any subcontractor shall be entitled to subcontract any Carriage or any part thereof.

9.2 TERMS APPLICABLE TO SUB-CONTRACTOR

Every exemption, limitation, conditions and liberty herein contained and every right, exemption from liability, defense and immunity of whatsoever nature applicable to Carrier or to which Carrier is entitled hereunder shall also be available and shall extend to protect (a) all subcontractors, (b) every servant or Agent of Carrier or of a subcontractor, (c) every other person (other than Carrier) by whom the services or any part thereof are provided, and (d) all persons who are or may be vicariously liable for the acts or omissions of any person falling within (a), (b) or (c) hereof, and for the purpose of this clause, Carrier is or shall be deemed to be acting as Agent or trustee on behalf of and for the benefit of all such persons and each of them and all such persons and each of them shall to this extent be or be deemed to be parties to this contract and to these Conditions.

10 SUCCESSIVE CARRIERS

- 10.1** Carriage to be performed under one contract of Carriage by several successive Carriers is regarded as a single operation.

11 CARRIER'S LIABILITY

11.1 LIMITATION OF LIABILITY

- 11.1.1. Carrier is liable to the Shipper, 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 of the Cargo.
- 11.1.2. The liability of Carrier shall not exceed the Applicable Convention limit or, if no such convention applies, 19 Special Drawing Rights, per kilogram of Cargo destroyed, lost, damaged or delayed. 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.

11.2 INHERENTLY DEFECTIVE CARGO

In any event, Carrier is not liable if the destruction, loss or damage to Cargo is proved to have resulted solely from the inherent defect, quality, nature or vice of that Cargo.

11.3 EXCLUSION OF LIABILITY

- 11.3.1. Except as may be otherwise provided in any Applicable Convention, Carrier is not liable to the Shipper, Consignee or other person having an interest in the Cargo in tort or contract or otherwise for any, and the consequences of any damage, delay or loss of whatsoever nature arising out or in connection with the Carriage of Cargo or other services performed by Carrier, unless such damage, delay or loss is proved to have been caused by the negligence or willful default of Carrier and there has been no contributory negligence on the part of the Shipper, Consignee or other claimant.
- 11.3.2. The Carrier is not liable for damage caused directly or indirectly by any compliance with laws, governmental regulations, requirements, or orders or by any other event beyond the Carrier's control. The Carrier is not liable when refusing Carriage of Cargo after having decided with due discretion and in good faith that the laws and regulations which it deems applicable do not permit the Carriage of the Cargo.
- 11.3.3. When Carrier is required by Customs or other government authorities to make consignments available for inspection during clearance or otherwise and, including, but not limited to, unpacking and re-packing such consignments, Carrier does so only as the Agent of the person who has the right of disposition of the consignment at that time, and Carrier accepts no liability for any loss, fine or damage sustained in so complying with such conditions or other governmental requirements.
- 11.3.4. Carrier shall not be liable in any event for any consequential loss or damage arising from Carriage subject to these Conditions, whether or not Carrier had knowledge that such loss or damage might be incurred.
- 11.3.5. If the damage was caused or contributed to by the negligence or other wrongful act or omission of the claimant, or the person from whom rights are derived, Carrier shall be wholly or partly exonerated from liability to the claimant to the extent that such negligence or wrongful act or omission caused or contributed to the damage.

11.4 ANIMALS

Carrier will not be liable for any loss, damage or expense arising from death due to natural causes or death or injury or any animal caused or contributed to by the conduct or acts of the animal itself or of other animals, including but not limited to 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. The Carrier is not liable for the death or injury of an animal attendant if caused or contributed by the condition or conduct of the animal.

11.5 APPLICABLE WEIGHT

In 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 Carrier's liability is limited shall be only the weight of the affected part of that Shipment where unpackaged, or otherwise the package or packages concerned. Nevertheless, when the loss, damage or delay of part of the Shipment, or of an object contained therein, affects the value of other packages covered by the same Air Waybill, the total weight of such package or packages shall also be taken into consideration in determining the limit of liability.

11.6 DETERMINATION OF VALUE

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.

11.7 INDEMNITY

The Shipper, owner and Consignee whose property causes damage to or destruction of another Shipment or of the property of Carrier or of any third party, shall indemnify Carrier for all losses and expenses incurred by 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 Carrier at any time without notice and without liability therefore attaching to Carrier.

11.8 LIABILITY OF OTHER CARRIER

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. Carrier shall not be liable for the loss, damage or delay of Cargo not occurring on its own line except that the Shipper shall have the 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 right of action against the last Carrier under the contract of Carriage.

11.9 APPLICATION OF LIMITATION OF LIABILITY TO AGENTS

Whenever the liability of Carrier is excluded or limited under these conditions, such exclusion or limitation shall apply to Agents, servants or representatives of Carrier and also to any Carrier whose aircraft is used for Carriage.

12 LIMITATIONS ON CLAIMS AND ACTIONS

12.1 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.

12.2 No action shall be maintained in the case of loss or damage to Cargo unless a complaint is made to Carrier in writing by the person entitled to delivery. Such complaint shall be made:

12.2.1. in the case of visible damage to or partial loss of the Cargo, immediately after its discovery or at the latest within fourteen (14) Days from the date of receipt of the Cargo;

12.2.2. in the case of other damage to Goods, within fourteen (14) Days from the date of receipt of the Goods;

12.2.3. in the case of delay, within twenty-one (21) Days from the date on which the Cargo was placed at the disposal of the person entitled to delivery; and

12.2.4. in the case of non-delivery of the Cargo within one hundred and twenty (120) Days of the date of issue of the Air Waybill or the date of the Shipment Record, whichever is applicable.

12.3 Any right to damages against Carrier shall be extinguished unless an action is brought within two years after the occurrence of the event or events giving rise to the claim.

13 OVERRIDING LAW

13.1 Insofar as any provision contained or referred to in the Air Waybill or Shipment Record of these Conditions of Carriage may be contrary to mandatory law, government regulations, orders or requirements, such provision shall remain applicable to the extent that it is not overridden thereby. The invalidity of any such provision shall not affect any other part.

14 MODIFICATION AND WAIVER

14.1 No Agent, servant or representative of Carrier, has authority to alter, modify or waive any provision of the contract of Carriage or of these Conditions of Carriage.
