

ETIHAD E-AIR WAYBILL AGREEMENT FOR CALOGI PORTAL

1. Preamble

This E-Air Waybill Agreement (the “**Agreement**”) is made between Etihad Airways (“**Carrier**”) and you (“**You**”, “**Your**” or “**Shipper**”) to enable the use electronic means to document the transportation of cargo and to establish the conditions for such transportation.

BY USING THE CALOGI PORTAL TO BOOK AND TRANSPORT YOUR CARGO WITH THE CARRIER YOU EXPRESSLY AGREE TO AND CONSENT TO BE BOUND LEGALLY BY ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT.

2. Consent to use Electronic Means

You hereby authorize Carrier to use electronic means to preserve the record of carriage, in lieu of a paper air waybill. You understand that such electronic record will have the same legal effect as a duly executed paper air waybill to the full extent permitted by national law and applicable international treaties.

3. Operations

Cargo consignments tendered hereunder shall be in apparent good order and condition. You shall tender the contents of each consignment properly packed and labeled pursuant to the conditions of , as set forth in IATA Resolution 600i, and in compliance with any other applicable regulations (e.g. Live Animals, Perishables, Time/Temperature sensitive) depending on the nature of the goods tendered.

You hereby undertake, in so far as any part of the consignment tendered contains dangerous goods, such part shall be in proper condition for carriage by air according to the applicable regulations stated in the latest IATA dangerous goods regulations.

In all cases, the air waybill data shall be transmitted electronically to Carrier, prior to tendering the cargo at Carrier’s point of acceptance.

Upon tendering the cargo, Carrier shall make available a cargo receipt, which shall, at a minimum, specify (a) the shipper; (b) the weight and number of pieces of the cargo shipment; (c) the date, time and place received by Carrier; (d) the shipment identification number covering the specific cargo shipment (“**Cargo Receipt**”). Carrier will also provide access to information contained in the Shipment Record. The Cargo Receipt may be in paper or electronic form.

If there are discrepancies between the air waybill data transmitted electronically and the physical cargo tendered, the air waybill data of the physically tendered cargo will take precedence. You will transmit the corrected air waybill data electronically to the Carrier immediately upon notification of any discrepancy.

Upon completion of all necessary checks, Carrier shall confirm to You electronically the shipment status as “ready for carriage”.

4. Shipment Record

Any record of the Cargo Contract preserved by Carrier and evidenced by electronic means, including but not limited to, the air waybill data and the “ready for carriage” status confirmation, shall constitute the “Shipment Record”.

5. Cargo Contract

The contract of carriage between You and Carrier for the transportation of the cargo (the “**Cargo Contract**”) shall be deemed concluded once Carrier has received the cargo and issued a Cargo Receipt. However, the transportation of the cargo shall be subject to Carrier confirming to You electronically the shipment status as “ready for carriage”.

The Cargo Contract, formed under this Agreement for the carriage and shipment of a specific cargo, remains an independent contract from this Agreement, including its content, interpretation and governing laws. Nothing in this Agreement is meant to limit the rights and obligations of either party by virtue of any applicable international convention, law and government regulation.

Where applicable international treaties or national law require the issuance of a paper air waybill contract, You hereby authorize Carrier to produce such paper air waybill, which includes signing on Your behalf, in conformity with the air waybill data transmitted electronically to Carrier.

You agree the production of the air waybill by the Carrier on Your behalf, when contracting for loss of, or damage to, the Warsaw Cargo required under such conventions.

As such, when contracting in relation to an international carriage of cargo within the meaning of either the Convention for the Unification of Certain Rules Relating to International Carriage by Air, signed at Warsaw, 12 October 1929 (the “**Warsaw Convention**”) and/or the Warsaw Convention, as amended at the Hague, 1955 (“**Warsaw-Hague**”), You agree that such making out of the air waybill by the Carrier on Your behalf complies with article 6(4) of both the Warsaw Convention and/or Warsaw-Hague, as applicable, and with the giving of notice to You of possible limits on the liability of Carrier in respect of loss of or damage to the Warsaw Cargo required under such Conventions.

6. Contracting Party

The acceptance of cargo tendered for carriage pursuant to this Agreement shall create a Cargo Contract between You and Carrier, regardless of any other party appearing as shipper in the air waybill data transmitted and notwithstanding any Carrier’s condition of carriage to the contrary, unless You specifically indicate otherwise to Carrier pursuant to Section 7 of this Agreement.

7. Third Party Shipments

For shipments tendered by You as agent of a third party shipper (a “**Third Party**”), You warrant and represent that You are authorized by the Third Party to act as its agent for purposes of initiating, processing and concluding Cargo Contracts between such Third Party and Carrier. You acknowledge that Carrier shall be entitled to rely on this warranty and representation without any obligation to make enquiries as to whether or not such authorization is correct or has been revoked or altered in any way. Furthermore, You shall receive cargo receipts and provide consent to the use of electronic means in lieu of a paper air waybill, on behalf of such Third Party. You shall ensure that proper identification is included within the air waybill data transmitted, as agreed with Carrier, so that Carrier can recognize that You are acting as agent of the Third Party for purposes of concluding a Cargo Contract between the Third Party and Carrier.

8. Confidentiality and Protection of Data

You and Carrier shall afford confidentiality to Cargo Contracts established under this Agreement on the same basis as afforded to paper air waybills. Subject to any other non-disclosure agreement or agreement in place, where Carrier obtains information contained in Your “House Waybill” under this Agreement, Carrier shall maintain such information confidential, unless otherwise agreed in writing by You, or unless otherwise required to be disclosed to by government authorities, agencies or by operation of law or by order of a court or tribunal of competent

jurisdiction, or to be provided to Carrier's advisors, legal representatives, brokers, insurers and re-insurers for claims handling purposes.

9. Liability

Neither You nor Carrier shall be liable for any loss or damage suffered by the other caused by any delay or failure to perform under this Agreement where such delay or failure is caused by any impediment beyond their control and which could not reasonably have been expected at the date of this Agreement.

Except for situations as set forth in the foregoing, Your and Carrier's liability under this Agreement shall be limited to proven, direct compensatory damages and neither You nor Carrier shall be liable for: (i) any loss of profits, revenue, contracts, sales, anticipated savings, goodwill and / or reputation; (ii) special, indirect or consequential damages; and / or, (iii) any other form of non-compensatory damages.

Nothing in this Agreement shall affect Your or Carrier's liability for Cargo Contracts established under this Agreement.

10. Severability

If any provision of this Agreement shall be held invalid, illegal, unenforceable or in conflict with the law of any jurisdiction, that shall not affect:

- A. The validity or enforceability in that jurisdiction of any other provision of this Agreement;
or
- B. The validity or enforceability in other jurisdictions of that or any other provision of this Agreement.

If any such clause or part is found by any competent court or authority to be illegal, invalid or unenforceable, the parties agree they will substitute provisions in a form as similar to the offending provisions as is possible without rendering them illegal, invalid or unenforceable.

11. Interpretation

Words importing the singular shall include the plural and vice versa. The headings used are for convenience only and shall not be used to interpret provisions of the Agreement or otherwise affect the substantial provisions.

12. No Waiver of Rights

Failure by either You or Carrier at any time to require performance by the other of any of its obligations shall not affect the right to require such performance at any time thereafter. A waiver by either You or Carrier of a breach or specific delay shall not be taken or held to be a waiver of any subsequent breach or delay.

13. Resolution of Disputes

Arbitration

Any dispute arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination, shall be settled by the following dispute resolution process:

- Within 14 calendar days of a dispute arising, the parties' representatives shall meet and seek to negotiate a resolution; if the parties are unable to resolve the matter within 45 calendar days from the dispute arising, the matter shall be referred to mediation to take place within calendar 60 days thereafter.

- If the mediation under the *International Chamber of Commerce (ICC) Mediation Rules* is not able to resolve the dispute within 45 calendar days from the start of the mediation, the matter shall be referred to and finally resolved by arbitration subject to the *International Chamber of Commerce (ICC) Rules of Arbitration*, before a single arbitrator to be agreed by the parties, or failing agreement, by a panel of three arbitrators to be nominated in accordance with *International Chamber of Commerce (ICC) Rules of Arbitration*.

Arbitration shall be conducted in English and the seat of the Arbitration shall be in Abu Dhabi, UAE. The decision of the arbitrator(s) shall be final and binding.

14. Governing Law

This Agreement is governed by, and shall be construed in accordance with, the laws of Abu Dhabi and the Federal laws of the United Arab Emirates as applied in the Emirate of Abu Dhabi.

15. Other Agreements Superseded

This Agreement applies specifically to the carriage of the shipment tendered hereunder, it shall supersede any and all prior agreements used to substitute the use of a paper air waybill through electronic means between You and Carrier. However, this Agreement does not supersede the Conditions of Contract or Conditions of Carriage.

16. Conditions of Contract

Carriage of the goods hereunder shall be subject to the Conditions of Contract set forth in IATA Resolution 600i, except when a paper air waybill is issued pursuant to Section 5 of this Agreement where IATA Resolution 600b would apply.

“ALL GOODS HEREUNDER MAY BE CARRIED BY ANY OTHER MEANS INCLUDING ROAD OR ANY OTHER CARRIER UNLESS SPECIFIC CONTRARY INSTRUCTIONS ARE GIVEN BY YOU, AND YOU AGREE THAT THE SHIPMENT MAY BE CARRIED VIA INTERMEDIATE STOPPING PLACES WHICH THE CARRIER DEEMS APPROPRIATE. THE SHIPPER’S ATTENTION IS DRAWN TO THE NOTICE CONCERNING CARRIER’S LIMITATION OF LIABILITY in the Conditions of Contract set forth in IATA Resolution 600i. Shipper may increase such limitation of liability by declaring a higher value for carriage and paying a supplemental charge if required.”

INSURANCE – If Carrier offers insurance, and such insurance is requested in accordance with the conditions thereof, such amount to be insured shall be inserted in figures in field "Amount of Insurance".