



**SAS Cargo Group  
General Conditions of  
Carriage for Cargo 1.0**

**Effective January 2014**

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## 1 Definitions

In these Conditions of Carriage, except where the context otherwise requires or where it is otherwise expressly provided for, the following expressions shall have the following meanings:

### **Agent**

Any person or organization authorized to act for or on behalf of Carrier in relation to the Carriage of Cargo.

### **Air Waybill**

(which is equivalent to the term "air consignment note"). The document made out by or on behalf of the Shipper which evidences the contract between the Shipper and the Carrier(s) for Carriage of Cargo over routes of the Carrier(s).

### **Applicable Convention**

Unless the context requires otherwise, 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; The Warsaw Convention as amended by the Hague Protocol of September 28, 1955; The Warsaw Convention as amended at the Hague 1955 and by Protocol No. 1 of Montreal 1975; The Warsaw Convention as amended at the Hague 1955 and by Protocol No. 2 of Montreal 1975; The Warsaw Convention as amended at the Hague 1955 and by Protocol No. 4 of Montreal 1975; The Convention for the Unification of Certain Rules for International Carriage by Air, signed at Montreal on 28 May 1999.

### **Cargo**

(which is equivalent to the term "goods") Anything carried or to be carried in an aircraft except mail, or baggage carried under a passenger ticket and baggage check, but includes baggage moving under an Air Waybill or Shipment Record.

### **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.

### **Carrier**

Includes the air Carrier issuing the Air Waybill or preserving the Shipment Record and all Carriers that carry or undertake to carry the Cargo or to perform any other services related to such air Carriage.

### **Carrier's Regulations**

All Carrier's requirements, rules, instructions, tariffs and practices, which information can be obtained at the offices of the Carrier.

### **Consignee**

The person or firm whose name appears in the consignee's box on the Air Waybill or Shipment Record and is the party to whom the Cargo is to be delivered.

The persons eventually appearing on the Air Waybill next to "notify" are persons to be notified of the arrival of the goods only.

### **IATA Dangerous Good Regulations**

The International Air Transport Association's regulations relating to the Carriage of dangerous goods by air from time to time in force as applied to the carriage of Cargo by the Carrier.

**Conditions of Carriage**

This document containing the rules and regulations stipulated by Carrier and governing the agreement between the Carrier and the Shipper regarding the Shipment.

**Conditions of Contract**

The terms of conditions printed on the back page of the original copies of the Air Waybill based on IATA resolution 600b.

**Days**

Full calendar days, including Sundays and legal holidays; provided that for the purpose of notification the balance of the day upon which notice is dispatched shall not be counted.

**Delivery Service**

The surface carriage of inbound shipments from the airport of destination to the address of the Consignee or that of his agent.

**Pick-up Service**

The surface of 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.

**Prepaid Shipment**

Shipment on which the charges are to be pre-paid by the Shipper.

**Shipment**

(Equivalent to the term "consignment") One or more packages, pieces or bundles of Cargo accepted by Carrier from one Shipper or his Agent at one time and 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.

**Shipment Records**

Any record of the contract of carriage preserved by Carrier, evidenced by means other than an Air Waybill.

**Shipper**

(Equivalent to the term "consignor") The person or firm whose name appear in the Shipper's box on the Air Waybill or Shipment Record, as the party contracting with the Carrier for the Carriage of Cargo or on whose behalf the contract is made.

**Special Drawing Right**

A special drawing right as defined by the International Monetary Fund.

## **2 Applicability**

### **2.1 General**

These Conditions of Carriage shall apply to all Carriage of Cargo, including all services incidental thereto, performed by or on behalf of Carrier; provided however that if such Carriage is "International Carriage" as defined in the Applicable Convention (see Article 1) such Carriage shall be subject to the provisions of the Applicable Convention and to these Conditions of Carriage to the extent that these Conditions of Carriage are not inconsistent with the provisions of such Applicable Convention.

### **2.2 Applicable Laws and Carrier's Tariffs**

To the extent not in conflict with 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 Convention to Carriage which is not "International Carriage" as defined in the Applicable Convention) government regulations, orders and requirements;
- 2.2.2 these Conditions of Carriage, the Carrier's Regulations and other applicable tariffs, rules, regulations and timetables (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 Applicability to/from USA or Canada**

For Carriage between places in the United States or in Canada or between a place in the United States or in Canada and any place outside thereof, these Conditions of Carriage and the Carrier's Regulations will apply only insofar they do not conflict with applicable tariffs in force in these countries. These applicable tariffs in force may diverge in certain respects from the present Conditions of Carriage or the Carrier's Regulations. These divergences will be published separately and can be obtained upon request.

Notwithstanding applicable tariffs in force to these countries, certain special divergences may nonetheless apply which will be published separately and obtained upon request.

### **2.4 Conditions subject to change**

These Conditions of Carriage and Carrier's Regulations are subject to change without notice except to the extent otherwise provided by applicable law or government regulations or order; provided that no such change shall apply to a contract of Carriage after the date of issuance of the Air Waybill or Shipment Record by Carrier.

### **2.5 Charters**

With respect to Carriage of Cargo performed pursuant to a charter agreement with Carrier, such Carriage shall be subject to Carrier's charter tariffs applicable thereto (if any) and these Conditions of Carriage shall not apply except to the extent provided in said charter tariff. Where Carrier has no charter tariff applicable to such charter agreement, these Conditions of Carriage shall apply to such agreement except that Carrier reserves the right to exclude the application of all or any part of these conditions and, in case of divergence between the applicable provisions of these Conditions of Carriage 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.

### **2.6 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.

### **2.7 Effective Rules**

All Carriage of Cargo governed by these Conditions of Carriage shall be subject to Carrier's, Regulations 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 of

Carriage and Carrier's, Regulations these  
Conditions of Carriage shall prevail

### **3 Acceptability of Goods for Carriage**

#### **3.1 Cargo Acceptable**

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

- 3.1.1 The transportation, or the exportation or importation thereof is not prohibited by the laws or regulations of any country to be flown from, to or over;
- 3.1.2 The goods are packed and marked in a manner suitable for Carriage by air or by other means of transportation;
- 3.1.3 The goods are accompanied by the requisite shipping documents and the goods correspond to the description in the Air Waybill;
- 3.1.4 The goods are not likely to endanger aircraft, persons health or property, or cause annoyance to passengers.

#### **3.2 Carriers Right to Refuse Carriage of Cargo**

- 3.2.1 Carrier reserves the right without assuming any liability to refuse Carriage of Cargo when circumstances so require
- 3.2.2 Carrier also reserves the right to refuse Carriage of Shipments having a declared value for Carriage in excess of the amount specified in the Carrier's Regulations.

#### **3.3 Packing and Marking Cargo**

- 3.3.1 The Shipper and his agent 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 and so as not to injure or damage any persons, aircraft, goods or property. Each package shall be legibly and durably marked with the name and full address of the Shipper and the Consignee and with the Air Waybill number.

- 3.3.2 Packages containing valuables as defined in Carrier's Regulations must be sealed if so requested by Carrier.

#### **3.4 Dangerous Goods and Other Special Cargo**

Dangerous goods are accepted only under the conditions set forth in the IATA Dangerous Goods Regulations. Live animals, perishables, fragile goods, human remains and other special cargo are accepted only under the conditions set forth in Carrier's Regulations applicable to the Carriage of such cargo.

Responsibility for the observance or non-observance of such conditions rests upon the Shipper and owner of the Cargo who jointly and severally shall indemnify Carrier for any loss, damage, delay, liability or penalties Carrier may incur because of Carriage of any such Cargo.

#### **3.5 Carrier's Right of Inspection**

Carrier reserves the right to examine the documents, the packaging, the contents and marking of all Shipments and to require into the correctness of sufficiency of information or documents tendered in respect of any Shipment but Carrier shall be under no obligation to do so.

#### **3.6 Unit Load Devices**

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

## **4 Execution of the Air Waybill or Shipment Record**

### **4.1 Air Waybill or Shipment Record**

#### **4.1.1 Air Waybill**

The Shipper shall issue or have issued on his behalf for each Shipment an Air Waybill properly completed in the form, manner and number of copies prescribed by Carrier and the Applicable Convention, or shall furnish to Carrier all necessary information in order for Carrier to issue the Air Waybill on Shipper's behalf, and shall deliver such Air Waybill to Carrier at the latest with the acceptance of the Cargo by Carrier for Carriage. Charges for Carriage and other charges, insofar as they have been ascertained, shall be inserted in the Air Waybill by the Carrier. Carrier may require the Shipper to issue or have issued on his behalf, separate Air Waybills when there is more than one package.

#### **4.1.2 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 goods receipt permitting identification of the Shipment and access, in accordance with Carrier's Regulations, to the information contained in the Shipment Record.

### **4.2 Preparation by Carrier**

Carrier may at the request of the Shipper issue the Air Waybill or Shipment Record and shall be deemed to have done so, subject to proof to the contrary, on behalf of the Shipper. If the Air Waybill or Shipment Record 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 Air Waybill or Shipment Record do not contain all the

required particulars, or if the Air Waybill or Shipment Record or such particulars contain any error, Carrier is authorized to complete or correct any incomplete or incorrect Air Waybill or Shipment Record or particulars or statements on behalf of the Shipper to the best of Carrier's ability without being under any obligation to do so.

### **4.3 Responsibility for Particulars**

The Shipper shall be liable for all damage suffered by Carrier or any other person by reason of the irregularity, incorrectness, or incompleteness of particulars or statements in the Air Waybill or Shipment Record whether the Air Waybill or Shipment Record was made out by or on behalf of the Shipper or by Carrier on behalf of the Shipper pursuant to the provisions 4.2 above.

### **4.4 Apparent Order and Condition of Cargo**

If the apparent order and condition of the Cargo and/or packing is in any way defective, the Shipper shall insert in the Air Waybill or Shipment Record a statement describing the apparent order and condition. However, if the Shipper fails to include such a statement, or if such statement is inaccurate, Carrier may insert or correct such statement in the Air Waybill or Shipment Record, or note a correction thereto.

### **4.5 Alterations**

The Carrier reserves the right to refuse acceptance of the Air Waybills or Shipment Records on which the writing has been altered or erased.

### **4.6 Contract of Carriage**

The Air Waybill or Shipment Record serves as evidence of the conclusion of the contract, of the receipt of goods and of the conditions of transportation made between the Shipper and the Carrier. It is executed when signed or stamped by the Carrier or on his behalf by his authorized Agent.

## **5 Rates and Charges**

### **5.1 Applicable Rates and Charges**

Rates and charges for Carriage governed by these Conditions of Carriage are those duly published by Carrier in the Carrier's Regulations at the time Carrier confirms the booking by issuing specific booking confirmation, and where such confirmation has not been issued the date appearing from the Air Waybill.

### **5.2 Services not included in Published Rates and Charges**

Except as otherwise provided for in Carrier's Regulations, rates and charges apply only to the Carriage of Shipments from airport to airport. Such published rates and charges do not cover any ancillary services given by the Carrier in connection with the Carriage.

### **5.3 Payment of Rates and Charges**

- 5.3.1 Rates and charges are published in the currency shown in the applicable rate tariffs, and are payable upfront upon booking in any currency acceptable to Carrier. When payment is made in a currency other than that in which the rates and charges are published, such payment will be made at the rate of exchange established for such purpose by the Carrier, subject to applicable laws and government regulations.
- 5.3.2 Carrier shall be entitled to the payment of all 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 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 Carrier, except that they may be collected by Carrier at any stage of the service performed under the contract of Carriage.
- 5.3.3 The Shipper guarantees payment of all unpaid charges, 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 package, or descriptions of the 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. In the event of any inconsistency between booked and actual Shipment, including where the Cargo has not been shipped ("No Show"), Carrier may apply a fee to compensate for additional costs incurred by virtue of the inconsistency. Should inconsistencies occur frequently, Carrier reserves the right to penalize such, including but not limited to tighten certain provisions of these terms.

Carrier shall have a lien on the Cargo for each of the foregoing and, in the event of nonpayment thereof, shall have the right to dispose of the Cargo at public 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 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.

- 5.3.4 If the gross weight, measurement, quantity or declared value of the Cargo exceed 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.

5.3.5 All charges applicable to a Shipment are payable in cash or if otherwise agreed by means of invoice due at the time of acceptance thereof by the Carrier in the case of Prepaid Shipment or at the time of delivery thereof by the Carrier in the case of Collect Shipment.

5.3.6 Carrier reserves the right to refuse to accept Cargo on a cash on delivery basis.

5.3.7 Carrier may cancel the 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 thereof.

#### **5.4 Confidentiality**

The rates and charges agreed and payable for each Carriage shall remain as such.

## **6 Shipments in Course of Carriage**

### **6.1 Schedules, Routings and Cancellations**

6.1.1 Times shown in Carrier's timetables or elsewhere are approximate and not guaranteed and form no part of the contract for Carriage. No time is fixed for commencement or completion of Carriage or delivery of Cargo. Unless specifically agreed otherwise and so indicated in the Air Waybill or Shipment Record, Carrier undertakes to carry the Cargo with reasonable dispatch. Except as may be otherwise provided in any applicable Convention, Carrier assumes no obligation to carry the Cargo by any specified aircraft or over any particular route or routes, or to make connections at any point according to any particular schedule.

6.1.2 Carrier reserves the right to without notice, cancel, terminate, divert, postpone, reroute, 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 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 any other circumstances so require.

6.1.3 Carrier is hereby authorized to 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 time tables or other representations of schedules. No employee, Agent or representative of Carrier is authorized to bind Carrier by any statement or representations of the dates or times of departure or arrival, or of operation of any flight.

### **6.2 Means of Carriage**

Carrier may without notice substitute with

alternate aircraft, Carriers or other means of Carriage including transportation by road.

### **6.3 Refusal in Case of Non Payment**

Carrier reserves the right to at any point refuse Carriage of a Shipment if the rates and charges are not paid.

### **6.4 Certain Rights of Carrier over Shipment in Course of Carriage**

If in opinion of the Carrier it is necessary to hold the Shipment at any place for any purpose, either before, during or after Carriage, Carrier may, upon giving notice thereof to the Shipper, store the Shipment for the account and at the risk and expense of the Shipper or of the Consignee, 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 by any means of transportation including road, but Carrier shall be under no obligation to do so. Such disposition on account of Shipper shall be deemed complete delivery under the contract of Carriage. The Shipper shall indemnify Carrier against any expense or risk so incurred.

### **6.5 Compliance with Government Regulations**

The Shipper 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 but not limited to those relating to the packing, Carriage or delivery of the Cargo. The Shipper shall together with the Shipment furnish such information and deliver such documents to the Carrier as may be necessary to comply with such laws and regulations. Carrier shall not be obliged to inquire 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 be liable to the Carrier for any damage occasioned by the failure of the Shipper to comply with this provision.

### **6.6 Carriers Right to Refuse Carriage**

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.

### **6.7 Disbursements and Customs Facilities**

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

### **Schedules, Routing and Cancellations**

**6.8** 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 advance or terminated, Carrier shall not be under any liability with respect thereto. 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 complete delivery under the contract of Carriage, 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. 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.

### **6.9**

Subject to applicable laws, regulations and orders, 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 articles are removed from a Shipment, Carrier will not be liable to Shipper or Consignee or to any other party for any consequences therefor.

### **6.10 Rights of Carrier**

With respect of the goods mentioned in Article 3.3 and 3.4, the Carrier may upon giving notice to and at the expense of the person entitled to dispose of the goods take any measure that the Carrier reasonably deems to be necessary for the safety of persons and goods, the aircraft and its load. The Shipper shall indemnify Carrier against any expense or risk so incurred.

## **7 Shipper's Right of Disposition**

### **7.1 Exercise of Right of Disposition**

Every exercise of the right of disposition over the consignment must be made by the Shipper or his 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 consignment 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 and must apply to the whole consignment under the Air Waybill. In the event that the exercise of the right of disposition 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 his liability to carry out all his obligations under the contract of Carriage and provided that his right of disposition is not exercised in such a way as to prejudice Carrier or other Shipper, the Shipper may at his own cost and expense dispose of the shipment either:

7.2.1.1 By withdrawing it at the airport of departure or destination,

7.2.1.2 By stopping it in the course of the carriage on any landing,

7.2.1.3 By calling for it to be delivered at the place of destination or in the course of the Carriage to a person other than the consignee named in the Air Waybill or Shipment Record,

7.2.1.4 By demanding it to be returned to the airport of departure,

7.2.1.5 By demanding it to be rerouted to another destination.

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 and hold harmless Carrier for and against all loss, damage or expenses suffered or incurred by Carrier as a result of the exercise of his right of disposition.

### **7.4 Extent of Shipper's Right**

The Shipper's right of disposition shall cease at the moment when, after arrival of the Shipment at the destination, the Consignee takes possession or requests delivery of the Shipment or Air Waybill, or otherwise shows his acceptance of the Shipment. If the Consignee declines to accept the Air Waybill or the Shipment, or if he cannot be communicated with, the right of disposition shall remain with 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. Carrier is not liable for non-receipt or delay in receipt of such notice.

### **8.2 Delivery of Shipment**

Except as otherwise specially provided in the Air Waybill or Shipment Record, delivery of the Shipment shall be made only to the Consignee named therein, or his agent.

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,

8.2.2 When the Shipment has been delivered to customs or other government authorities as required by applicable law or customs regulation.

Delivery of the Shipment shall be made upon compliance by the Consignee with applicable terms and conditions and against written receipt or through other agreed arrangements.

### **8.3 Place of Delivery**

Unless otherwise agreed between the Shipper or the Consignee and the Carrier, the Consignee must accept delivery and collect the Shipment at the airport of destination.

## **9 Failure of Consignee to Take Delivery**

### **9.1 Refusal of Delivery**

Subject to the provisions of Paragraph 9.3 hereof, if the Consignee refuses or fails to take delivery of the Shipment after its arrival at the airport of destination, Carrier will endeavor to comply with any instructions of the Shipper set forth on the face of the Air Waybill, or in the Shipment Record. If such instructions are not so set forth or cannot be reasonably 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, Carrier may sell the Shipment in one or more lots at public or private sale according to applicable law, or destroy or abandon such Shipment.

### **9.2 Charges and Expenses**

9.2.1 The Shipper is 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, 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 intentions to do so.

9.2.2 By accepting delivery or the Air Waybill or the Shipment Record 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 deliver the Air Waybill or the Shipment on condition of payment of these costs and charges.

### **9.3 Disposal of Perishables or Dangerous Goods**

9.3.1 When a Shipment containing perishables or dangerous goods or live animals is delayed in the possession of the Carrier, is unclaimed or refused at destination, or for other reasons is threatened with deterioration, Carrier may immediately take such steps as is 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 collect communications for instructions, 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. The proceeds of any such sale shall be subject to the payment to Carrier of all accrued charges and expenses.

9.3.2 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, Carrier is authorized to pay to itself and other transportation services out of the proceeds of such sale all charges, advances, and expenses of 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 to pay any deficiencies.

## **10 Pick-up and Delivery Services**

### **10.1 Shipments**

Shipments are accepted for Carriage from their receipt at Carrier's cargo terminal or airport office at the airport of the place of departure to the airport at the place of destination.

### **10.2 Availability of Services**

Pick-up Service and Delivery Service will be available at the points to the extent and subject to the rates and charges established for such services as published in the applicable tariffs of Carrier.

### **10.3 Liability**

If such Pick-up or Delivery Service is performed by or on behalf of the Carrier, such surface transportation shall be upon the same terms of liability as set forth in Article 12 hereof.

### **10.4 Request for Service**

Pick-up Service will be provided when requested by the Shipper. Except as otherwise provided by the Carrier's tariffs, Delivery Service will be provided unless contrary instructions are given by Shipper on the Air Waybill, 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.

### **10.5 Shipment for Which Service is Unavailable**

Pick-up and Delivery Service will not be provided by Carrier without special arrangements for any Shipment which, at Carrier's sole discretion, Carrier decides is impractical for Carrier to handle.

## **11 Forwarding and Re-forwarding**

The Shipment or Shipments as described on the Air Waybill are accepted for Carriage from its receipt at Carrier's terminal or airport office at the place of departure to the airport at the place of destination. If so specifically agreed, the Shipment is also accepted for forwarding to the airport of departure and re-forwarding beyond the airport of destination. If such re-forwarding is by Carriage operated by Carrier's personnel, such Carriage shall be under the same terms of liability as set forth in Article 12 hereof.

In any other event Carrier in forwarding and re-forwarding the Shipment shall do so only as agent of the Shipper, owner, or consignee, as the case may be, and Carrier shall not be liable for any damage arising out of such additional Carriage unless proved to have been caused by its own gross negligence or willful misconduct and in any event not exceeding the limits laid down in Article 12 hereof.

The Shipper, owner and Consignee hereby authorize such Carriers to do all things deemed advisable to effect such forwarding or re-forwarding, including, but not limited to, selection of means of forwarding or re-forwarding and the routes thereof, unless these have been specified in the Air Waybill, execution and acceptance of documents of Carriage, which may include provisions exempting from or limiting liability, and consigning of goods with no declaration of value, notwithstanding any declaration of value in the Air Waybill or Shipment Record.

## **12 Liability of Carrier**

### **12.1 Successive Carriers**

Carriage to be performed under the Air Waybill by several successive Carriers is regarded as a single operation.

### **12.2 Extent of liability**

Carrier is liable to the Shipper or the Consignee for damage sustained in the event of destruction or loss of, or damage to, or delay in the Carriage of Cargo only when the occurrence which caused the damage took place during the Carriage by air. For the purpose of this Article Carriage by air shall comprise the period during which the Cargo is in the charge of the Carrier, or in charge of its Agent.

### **12.3 Negligence**

Except as may be otherwise provided in any Applicable Convention, Carrier is not liable to the Shipper, Consignee or other person for any damage, delay or loss whatsoever nature arising out of 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 gross negligence or willful misconduct of Carrier and there has been no contributory negligence on the part of the Shipper, Consignee or other claimant.

### **12.4 Inherent Nature of Goods**

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.

### **12.5 Natural Causes**

Carrier is not liable for any loss, damage or expense arising from death of an animal due to natural causes or death or injury of any animal caused by the conduct or acts of the animal itself or other animals, nor for that caused or contributed to by

the conditions, nature or propensities of that animal, or by the defective packaging of the animal, or by the inability of the animal to withstand the unavoidable strains and conditions in connection with the Carriage.

### **12.6 Consequential Damages**

Carrier shall not be liable in any event for any consequential loss or damage arising from Carriage subject to these Conditions of Carriage, whether or not Carrier had knowledge that such loss or damage might be incurred.

### **12.7 Special Drawing Rights**

Unless the Shipper has made a special declaration of value for Carriage and has paid the supplementary sum applicable, liability of Carrier shall not exceed the Applicable Convention limit or if no Convention applies 22 Special Drawing Rights, per kilogram of Cargo destroyed, lost, damaged or delayed (as per 28<sup>th</sup> December 2019). If the Shipper has made a special declaration of value for Carriage 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.

### **12.8 Contributory Negligence**

If the damage was caused or contributed to by the negligence or other wrongful act or omission of the person claiming compensation, or the person from whom he derives his right, 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.

### **12.9 Damage of Part of the Shipment**

In the case of loss, damage or delay 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 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 or Shipment Record, the total weight of such package or packages shall also be taken into consideration in determining the limit of liability. 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 the part of the Shipment lost, damaged or delayed has to the total weight of the Shipment.

### **12.10 Dangerous Goods**

The Shipper, owner or Consignee whose property causes damage to or destruction of another Shipment or to the property of Carrier, shall indemnify Carrier for all losses and expenses incurred 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.

### **12.11 Air Waybill or Shipment Records Issued for Transportation over the Lines of another Carrier**

A Carrier issuing an Air Waybill for Carriage over the lines of another Carrier does so only as an 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 a 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 right of action for such loss, damage or delay on the terms herein provided against the first Carrier and the Consignee shall have such a right of action against the last Carrier under the contract of Carriage and each shall have the right of action against the Carrier

who performed the transportation during which the loss, damage or delay occurred.

### **12.12 Exclusion or Limitation of Liability**

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

## **13 Limitations on Claims and Actions**

### **13.1 Receipt of Delivery**

Receipt by the person entitled to delivery of the Cargo without complaint shall be prima facie evidence that the same has been delivered in good condition and in accordance with the contract of Carriage.

### **13.2 Notice of Claims**

No action shall be maintained in the case of loss or damage to goods unless a complaint is made to the Carrier in writing upon the document of Carriage or by separate notice in writing by the person entitled to delivery. Such complaint shall be made:

13.1.1 In the case of visible damage to or partial loss of the goods, immediately after discovery and at the latest within fourteen (14) Days from the date of receipt of the goods,

13.2.2 In the case of other damage to the goods, within fourteen (14) Days from the receipt of the goods,

13.2.3 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,

13.2.4 In the case of non-delivery of the goods, 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.

Failing complaint within the time limits aforesaid no action shall lie against the Carrier, save in the case of fraud on his part.

### **13.3 Time Limitations on Actions**

Any right of damages against the Carrier shall be extinguished unless an action is brought within two (2) years after the occurrence of the events giving rise to the claim.

### **13.4 Qualification to Claim and Right of Action**

Any claim related to damage, loss, destruction or delay shall exclusively be made by the Shipper so far as he is entitled to dispose of the Shipment pursuant to Article 7 above and exclusively by the consignee so far as he is entitled to delivery pursuant to Article 8 above.

#### **14 Overriding Law**

To the extent that any provision contained or referred to herein or in the Air Waybill or Shipment Record is contrary to anything contained in the Applicable Convention, where applicable, and in any applicable laws, government regulations, orders or requirements that cannot be waived by agreement of the parties, such provisions shall not apply. The invalidity of any provision shall not affect the validity of other provision contained herein.

**15 Modification and Waiver**

No employee, agent or representative of Carrier shall have authority to alter, modify or waive any provision of the contract of Carriage or of these Conditions of Carriage.