

Air Waybill T&C - NOTICE CONCERNING CARRIERS' LIMITATION OF LIABILITY

If the carriage involves an ultimate destination or stop in a country other than the country of departure, the Warsaw Convention or the Montreal Convention may be applicable. These Conventions govern, and in most cases, limits the liability of carrier in respect of loss of, damage or delay to cargo. Depending on the applicable regime, liability of the Carrier per kilogram may be limited to 17 special Drawing Rights, or may be limited to 250 French gold francs, converted into national currency under applicable law.

CONDITIONS OF CONTRACT

1. In this contract and the Notices appearing hereon:

CARRIER includes the air carrier issuing this air waybill and all carriers that carry or undertake to carry the cargo of perform any other services related to such carriage.

SPECIAL DRAWING RIGHT is a Special Drawing Right as defined by the International Monetary Fund.

SPECIAL DRAWING RIGHT (SDR) is a Special Drawing Right as defined by the International Monetary Fund.

WARSAW CONVENTION means whichever of the following instruments is applicable to the contract of carriage:

The Convention for the Unification of Certain Rules Relating to International carriage by Air, signed at Warsaw, 12 October 1929; that Convention as amended at The Hague on 28 September 1955;

Montreal Convention means the Convention for the Unification of Certain Rules for International Carriage by Air, done at Montreal on 28 May 1999.

2./2.1 Carriage is subject to the rules relating to liability established by Warsaw Convention or the Montreal Convention unless such carriage is not "international carriage" as defined by the applicable Convention.

2.2 To the extent not in conflict with the foregoing, carriage and other related services performed by each carrier are subject to: 2.2.1 applicable laws and government regulations;

2.2.2 provisions contained in the air waybill, Carrier's conditions of carriage and related rules, regulations, and timetables (but not the times of departure and arrival stated therein) and applicable tariffs of such carriers, which are made part hereof, and which may be inspected at any airports or other cargo sales offices from which it operates regular services. When Carriage is to/from the USA, the shipper and the consignee are entitled, upon request, to receive a free copy of the Carrier's conditions of carriage. The carrier's condition of carriage include, but are not limited to:

2.2.2.1 limits on the carrier's liability for loss, damage or delay of goods, including fragile or perishable goods;

2.2.2.2 claim restriction, including time periods within which shippers or consignees must file a claim or bring an action against the carrier for its acts or omissions or those of its agents;

2.2.2.3 rights, if any, of the carrier to change the terms of the contract;

2.2.2.4 rules about Carrier's right to refuse to carry;

2.2.2.5 rights of the Carrier to limitations concerning delay or failure to perform service, including schedule changes, substitution of alternate carrier or aircraft and rerouting.

3. The agreed stopping places (which may be altered by carrier in case of necessity) are those places, except the place of departure and place of destination, set forth on the face hereof or shown in carrier's timetables as scheduled stopping places for route. Carriage to be performed hereunder by several successive carriers is regarded as single operations.

4. Except as otherwise provide in Carrier's general conditions of carriage and applicable tariffs, in carriage to which the Warsaw Convention does not apply, carrier's liability shall not exceed 17 Special Drawing Rights per kilogram of cargo lost, damaged or delayed.

5. For carriage to which neither the Warsaw Convention or the Montreal Convention applies, carrier's liability shall not exceed the per kilogram monetary limit set out in the carrier's tariffs or conditions of carriage for cargo lost, damaged or delayed.

5./5.1 Except when the carrier has extended credit to the consignee without the written consent of the shipper, the shipper guarantees payment of all charges for carriage due in accordance with carrier's tariff, conditions of carriage and related regulations, applicable laws (including national law implementing the Warsaw Convention and the Montreal Convention), government regulations, orders and requirements.

5.2 When no part of the consignment is delivered, a claim with respect to such consignment will be considered even though transportation charges thereon are unpaid.

6./6.1 For cargo accepted for carriage, the Warsaw Convention and the Montreal Convention permits shipper to increase the limitations of liability by declaring a higher value for carriage and paying a supplemental charge if required.

6.2 In carriage to which neither the Warsaw convention nor the Montreal Convention does not apply carrier shall, subject to its General Terms and Conditions of Carriage and applicable tariffs, permit shipper to increase the limitation of liability by declaring a higher value for carriage and paying a supplemental charge if so required.

7./7.1 In case of loss of, damage or delay to part of the cargo, the weight to be taken not account in determining carrier's limit of liability shall be only the weight of the package or packages concerned.

7.2 Notwithstanding any other provision, for "foreign air transportation" as defined by the U.S Federal Aviation Act:

7.2.1 in the case of loss of, damage or delay to a shipment, the weight to be used in determining carrier's limit of liability shall be the weight which is used to determine the charge for carriage of such shipment; and

7.2.2 in the case of loss of, damage or delay to a part of a shipment, the shipment weight in 6.2.1 shall be prorated to the packages covered by the same air waybill whose value is affected by the loss, damage or delay. The weight applicable in the case of loss or damaged to one or more articles in a package shall be the weight of the entire package.

8. Any exclusion or limitation of liability applicable to the carrier shall apply to carrier's agent, employees, and representatives and to any person whose aircraft or equipment is used by carrier for carriage and such person's agents, employees and representatives.

9. Carrier undertakes to complete the carriage with reasonable dispatch. Where permitted by applicable laws, tariffs and government regulations, carrier may use alternative carries, aircrafts or modes of transport without notice but with due regard to the interest of the shipper. Carrier is authorized by the shipper to select the routing and all intermediate stopping places that it deems appropriate or to change or deviate from the routing shown on the face hereof.

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

10.1 in case of loss of, damage or delay to cargo a written complaint must be made to carrier by the person entitled to delivery. Such complaint must be made:

10.1.1 in the case of delay, within 21 days from the date on which the cargo was placed at the disposal of the person entitled to delivery;

10.1.2 in the case of non-delivery of the cargo, within 120 days from the date of issue of the air waybill, or if any air waybill has not been issued, within 120 days from the date of receipt of the cargo for transportation by the carrier.

10.2 Such complaint must be made to the carrier whose air waybill was used, or to the first carrier or to the last carrier or to the carrier, which performed the carriage, during which the loss, damage or delay took place.

10.3 Unless a written complaint is made within the time limits specified in 10.1 no action may be brought against carrier.

10.4 Any rights to damages against carrier shall be extinguished unless an action is brought within two years from the date of arrival at the destination, or from the date on which the aircraft ought to have arrived, or from the date on which the carriage stopped.

11. Shipper shall comply with all applicable laws and government regulations of any country to, from, through or over which the cargo may be carried, including those relating to the packing, carriage or delivery of the cargo, and shall furnish such information and attach such documents to the air waybill as may be necessary to comply with such laws and regulations. Carrier is not liable to shipper and shipper shall indemnify carrier for loss or expense due to shipper's failure to comply with this provision.

12. No agent, employee or representative of carrier has authority to alter, modify or waive any provision of this contract.