

WAYBILL CONTRACT FOR CARRIAGE

1. In this contract and the Notices appearing hereon:
CARRIER includes the carrier issuing this air waybill and all carriers that carry or undertake to carry the cargo or perform any other services related to such carriage.
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;
that Convention as amended at The Hague 1955 and by Montreal Protocol No. 1, 2, or 4 (1975) as the case may be.
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 International air carriage is subject to the rules relating to liability established by the Warsaw Convention or the Montreal Convention unless such carriage is not "international carriage" as defined by the applicable Conventions.
- 2.2 To the extent not in conflict with the foregoing, carriage and other related services performed by each Carrier are subject to:
- 2.2.1 applicable laws and government regulations;
- 2.2.2 provisions contained in the air waybill, Carrier's conditions of carriage and related rules, regulations, and timetables (but not the times of departure and arrival stated therein) and applicable tariffs of such Carrier, which are made part hereof, and which may be inspected at any airports or other cargo sales offices from which it operates regular services. 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 conditions 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 claims restrictions, 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 and 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 the route. Carriage to be performed hereunder by several successive Carriers is regarded as a single operation.
- 4./4.1 For carriage to which neither the Warsaw Convention nor the Montreal Convention applies, Carrier's liability limitation shall not be less than the limit set out in these general conditions of carriage for cargo lost, damaged or delayed, provided that any such limitation of liability in an amount less than 19 SDR per kilogram will not apply during periods of international air carriage to or from the United States.
- 4.2 During all periods of inland or domestic transportation, Carrier's liability shall be limited in accordance with applicable national law or convention, and such limitations of liability shall in no event be considered altered or increased by this contract. Where permissible under applicable national law or convention, Carrier's liability during all periods of inland or domestic transportation shall be limited to USD 0.50 (fifty cents) per pound. For periods of inland or domestic transportation in the United States, and for good and sufficient consideration acknowledged hereby, shipper and consignee expressly agree to a WAIVER as defined under 49 U.S.C. section 14101(b), of Carrier's general liability and the minimum periods for the filing of claims and civil actions, as defined under 49 U.S.C. section 14706(a)(1) and (e)(1), and any successor statutes to the extent they would otherwise apply.
- 4.3 For claims arising from transportation subject to paragraph 4.2, issues of timely notice of claim and time for suit are governed in accordance with applicable national law or convention, and such time limits shall in no event be considered altered or extended by this contract. Under all circumstances relative to transportation subject to paragraph 4.2, any rights and/or claims against Carrier shall be extinguished unless notice is given within 90 days from the date of delivery or intended delivery (7 days in the event of concealed damage) and an action is brought within one year from the date written notice is given that carrier has disallowed the claim in whole or in part.
- 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 the carriage due in accordance with Carrier's tariff, conditions of carriage and related regulations, applicable laws (including national laws 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 permit shipper to increase the limitation 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 applies Carrier shall, in accordance with the procedures set forth in its general conditions of carriage and applicable tariffs, permit shipper to increase the limitation of liability by declaring a higher value for carriage and paying a supplemental charge if so required.
- 7./7.1 In cases of loss of, damage or delay to part of the cargo, the weight to be taken into account in determining Carrier's limit of liability shall be only the weight of the package or packages concerned.
- 7.2 Notwithstanding any other provisions, for "foreign air transportation" as defined by the U.S. Transportation Code:
- 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 7.2.1 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 damage 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 Carrier shall apply to Carrier's agents, 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 carriers, aircraft or modes of transport without notice but with due regard to the interests 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 the case of loss of, damage or delay to cargo a written complaint must be made to Carrier by the person entitled to delivery. Such complaint must be made:
- 10.1.1 in the case of damage to the cargo, immediately after discovery of the damage and at the latest within 14 days from the date of receipt of the cargo, subject to 4.3.;
- 10.1.2 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, subject to 4.3.
- 10.1.3 in the case of non-delivery of the cargo, within 120 days from the date of issue of the air waybill, or if an air waybill has not been issued, within 120 days from the date of receipt of the cargo for transportation by the Carrier, subject to 4.3.
- 10.2 Such complaint may 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 4.3 or 10.1, respectively, 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, subject to 4.3.
11. Shipper shall comply with all applicable laws and government regulations of any country to or from 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. Shipper agrees the cargo may be searched, inspected and/or screened at will, regardless of commodity type.
12. No agent, employee or representative of Carrier has authority to alter, modify or waive any provisions of this contract.
13. Shipper, consignee, and bill-to party are jointly and severally liable for all charges related to this shipment. Charges may be reversed to the responsible parties if shipment is refused or payment is not made by the original bill-to party. Carrier maintains its right to lien cargo for all advances, claims, costs, freight charges, duties, taxes, demurrage, money due and payable to the Carrier in accordance with applicable national law or convention.
14. Where permissible under controlling national law or convention, Carrier, shipper and consignee agree that all claims or disputes hereunder shall be determined exclusively in the United States District Court for the Southern District of New York, where carrier and shipper each agree to submit to personal jurisdiction.
15. If any clause or a part thereof is held to be invalid, the validity of this air waybill and the remaining clauses or a part thereof shall not be affected.