




HONGKONG AIR CARGO

香港貨運航空

**GENERAL CONDITIONS OF CARRIAGE FOR CARGO
OF
HONG KONG AIR CARGO CARRIER LIMITED**


(CONDITIONS OF CARRIAGE - CARGO)

Effective from 9 January 2026

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CONDITIONS OF CARRIAGE FOR CARGO

ARTICLE 1

DEFINITIONS

Agents

Except when the context otherwise requires, any individual or entity who has authority, express or implied, to act for or on behalf of Carrier in relation to the carriage of cargo unless that individual or entity is acting as Shipper with respect to a Shipment governed by these Conditions.

Air Waybill

The document entitled Air Waybill or Consignment Note made out by or for or on behalf of the Shipper, which evidences the contract between the Shipper and Carrier for Carriage of cargo over routes of Carrier.

Equivalent to the term “air consignment note”


Convention

Unless the context requires otherwise, whichever of the following instruments is applicable to the contract of Carriage:

- i. the Convention for the Unification of Certain Rules Relating to International Carriage by Air, signed at Warsaw, 12 October 1929; (hereinafter referred to as the Warsaw Convention);
- ii. the Warsaw Convention as amended at The Hague on 28 September 1955;
- iii. the Warsaw Convention as amended by Additional Protocol No. 1 of Montreal 1975;
- iv. the Warsaw Convention as amended at The Hague 1955 and by Additional Protocol No. 2 of Montreal 1975;
- v. the Warsaw Convention as amended at The Hague 1955 and by Protocol No. 4 of Montreal 1975;
- vi. Guadalajara Supplementary Convention 1961;
- vii. The Convention on the Contract for the International Carriage of Goods by Road (CMR Convention) signed at Geneva on 19 May 1956;
- viii. the Convention for the Unification of Certain Rules for International Carriage by Air, done at Montreal on 28 May 1999; (the Montreal Convention of 1999).

Cargo

Anything carried or to be carried in an aircraft except mail, or baggage carried under a passenger ticket and baggage check, but includes

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unaccompanied baggage moving under an Air Waybill or Shipment Record.

Equivalent to the term “Goods”.

Carriage Carriage of Cargo by air or by another means of transport, whether gratuitously or for reward.

Equivalent to the term “Transportation”.

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 Carriage.

Charge Collect The charges entered on the Air Waybill or Shipment Record for collection from the Consignee.

City Terminal Service Means the surface carriage of Shipments between Carrier’s city handling station and the airport of departure or destination, as the case may be.

C.O.D. means an arrangement between the Shipper and Carrier whereby the latter, upon delivery of the consignment, is to collect from the Consignee the amount indicated on the Air Waybill as payable to the Shipper.

Conditions Mean these conditions of Carriage for Cargo.

Consignee 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.


Customs Agent Means a Customs Broker or other agent of the Consignee designated to perform customs clearance services for the Consignee.

This is equivalent to the term “Customs Clearance Agent” or “Customs Consignee”.

Days Full calendar days, including Sundays and legal holidays; provided that for purposes 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 designated agent or to the custody of the appropriate government agency when required.

HKC Means HONG KONG AIR CARGO CARRIER LIMITED.

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Pick-up Service The surface Carriage of outbound Shipments from the point of pickup to the airport of departure.

Shipment Except as otherwise provided herein, one or more packages, pieces, or bundles of Cargo accepted by Carrier from one Shipper 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.

Equivalent to the term “Consignment”

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

Shipper The person whose name appears on the Air Waybill or Shipment Record, as the party contracting with Carrier for the Carriage of Cargo.

Equivalent to the term “Consignor”

Special Drawing Right / SDR A Special Drawing Right as defined by the International Monetary Fund.

Trade Controls Means measures and/or action to address concerns about national security, foreign policy, international legal obligations, human rights, internal repression, or terrorism. Specifically:

- a) **Economic and Trade Sanction:**
Prohibit or restrict dealings with targeted countries, organizations, entities and/or individuals, in accordance with the relevant applicable policy, law and regulation; and
- b) **Import and/or Export Controls:**
Regulate the transfer of particular goods, software and technology, depending on the nature, destination, ultimate end-use and/or end-user of the products or services, in accordance with the relevant applicable policy, law and regulation.


ARTICLE 2

APPLICABILITY

Para 1

General

- a) Except as excluded by HKC’s regulations, these Conditions shall apply to all Carriage of Cargo, including all services incidental thereto, performed by or on behalf of HKC in connection with these Conditions


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- b) if 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 to the extent that these Conditions are not inconsistent with the provisions of such applicable Convention.
- c) For the purposes of the applicable Convention, the agreed stopping places (which may be altered by Carrier in case of necessity) are those places, except the place of departure and the place of destination, set forth in the Air Waybill or shown in Carrier’s timetables as scheduled stopping places for the route.
- d) All pronouns and any variations thereof used herein, including but not limited to ‘he,’ ‘she,’ ‘it,’ and ‘they,’ when referring to any party, shall be deemed to include and apply to natural persons and/or legal entities, of any gender (masculine, feminine, neuter, or other gender), and in singular or plural form, as the context may require.

Para 2

Applicable Laws

- a) To the extent not in conflict with Para 1 above, all Carriage and other services performed by Carrier are subject to:
 - i. Applicable laws (including applicable national laws implementing a Convention or extending the rules of the applicable Convention to Carriage which is not “International Carriage” as defined in the applicable Convention), Trade Controls, other government regulations, orders, demand and requirements;
 - ii. These Conditions and other applicable tariffs, rules, regulations and timetables (but not the times of departure and arrival therein specified) of the Carrier.
- b) The Shipper, owner and Consignee must comply with all applicable laws, Convention, Trade Controls, customs, and other government regulations, orders, demand and requirements, and that the Shipper, owner and Consignee will take the necessary steps to ensure that their respective operations and practices align with the Carrier’s policies and procedures and the relevant authorities’ requirements.
- c) Applicable to U.S.A. and Canada:
These Conditions do not apply to 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 to which

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tariffs in force in those countries apply. Any tariffs that apply to such Carriage are available from Carrier.

Para 3

Gratuitous Carriage

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

Para 4

Charter Agreements

With respect to Carriage of Cargo performed pursuant to a charter agreement with Carrier, such Carriage shall be subject to Carrier's charter agreement, tariffs or conditions of carriage applicable thereto (if any) and these Conditions shall not apply except to the extent provided in said charter agreement, tariffs or conditions of carriage. Where Carrier has no charter tariff or conditions of carriage applicable to such charter agreement, these Conditions 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 and the tariff or 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.

Para 5


Change without Notice

These Conditions and the published rates and charges are subject to change without notice except to the extent otherwise provided by applicable law or 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.

Para 6

Effective Rules

- a) All Carriage of Cargo governed by these Conditions shall be subject to Carrier's rules, regulations and tariffs in effect on the date of the 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 such Carrier's rules, regulations and tariffs, these Conditions shall prevail. For the avoidance of doubt, the rules, regulations and tariffs referred to in this Para 6 a) do not include any rules, regulations and tariffs expressly incorporated into a contract of Carriage.
- b) In the case of divergence between the applicable provisions of these Conditions and the provisions contained or referred to in the contract of Carriage, the provisions of the contract of Carriage shall prevail and the Shipper, by accepting carriage

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pursuant to a contract of Carriage, whether or not concluded with the Shipper, agrees to be bound by the applicable terms thereof.

- c) Under no circumstances will Carrier accept any increased obligations or liabilities that arise by virtue of Shippers or agents issuing Air Waybills or Shipment Records for Carriage of Shipments on Carrier's flights which purport to waive or restrict Carrier's entitlement to rely upon these Conditions, regulations, rates, and tariffs; and Shipper agrees to indemnify and hold harmless Carrier in respect of any increased liabilities, losses, damages, costs or expenses that arise from issuing such Air Waybills or Shipment Records.

Para 7

Governing Law

To the extent not in conflict with:

- a) any express provision in the contract of Carriage;
- b) any other written agreements between HKC and relevant parties of Carriage;
- c) any applicable laws or regulation of competent jurisdiction; or
- d) any applicable Convention,

these Conditions and all services provided by the Carrier shall be governed by and construed in accordance with the laws of the Hong Kong Special Administrative Region.

ARTICLE 3

DOCUMENTATION


Para 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 the Cargo by Carrier for Carriage. 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 all of the Shipment cannot be carried in one aircraft or cannot, without breach of applicable laws, Convention, Trade Controls, customs, and other government regulations, orders, demand and requirements, and regulations and conditions of Carrier, be carried on one Air Waybill.

Para 2

Shipment Record

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- a) The Carrier, with the express or implied consent of the Shipper, if required by the applicable laws, Convention, Trade Controls, customs, and other government regulations, orders, demand and requirements, or regulations or conditions of Carrier, may substitute for the delivery of an Air Waybill a Shipment Record to preserve a record of the carriage to be performed.
- b) If such a Shipment Record is used, Carrier shall, upon the Shipper's request, subject to and in accordance with the Carrier's regulations, provide a receipt for the cargo to the Shipper, permitting identification of the shipment and access to the information contained in the Shipment Record.

Para 3

Apparent Order, Condition and/or Packing of Cargo

If the apparent order and condition of the Cargo and/or packing is other than good or in any way defective the Shipper shall insert in the Shipment Record, or advise Carrier for insertion in the Shipment Record, or if an Air Waybill is delivered include on the Air Waybill, a statement of such apparent order and condition. However, if the Shipper fails to insert such a statement in the Shipment Record, or to advise Carrier for insertion in the Shipment Record, of the apparent order and condition of the Cargo, or fails to include such a statement in the Air Waybill or if such statement or advice is incorrect, Carrier may, without being under any obligation to do so, at its own discretion, insert in the Shipment Record, or include in the Air Waybill a statement of the apparent order and condition of the Cargo, or note a correction thereto.

Para 4


Preparation, Completion or Correction by Carrier

Carrier may at the request of the Shipper expressed or implied, insert into the Shipment Record particulars and statements relating to the Cargo furnished by or on behalf of the Shipper to Carrier, or 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 particulars and statements relating to the Cargo furnished by or on behalf of the Shipper to Carrier for insertion in the Shipment Record, or the Air Waybill handed over with the Cargo, do not contain all the required particulars, or if such particulars or statements contain any error, Carrier is authorised to complete or correct the particulars or statements to the best of Carrier's ability without being under any obligation to do so.

Para 5

Responsibility for Particulars

- a) The Shipper is responsible for the correctness 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.

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- b) 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.
- c) In the case of Consignments to be forwarded C.O.D., it shall be the sole responsibility of the Shipper to enter the amount of the C.O.D. on the Air Waybill, and Carrier shall not be liable for failure to collect the C.O.D. amount when not so entered by the Shipper.
- d) The Shipper 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.

Para 6

Alterations

Air Waybills, the writing on which has been altered or erased, need not be accepted by Carrier.

ARTICLE 4

RATES AND CHARGES

Para 1

Applicable Rates & Charges

Rates and charges for Carriage governed by these Conditions are those duly published by Carrier and in effect on the date of the 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.

Para 2

Basis of Rates and Charges


Rates and charges for Carriage will be based on the total of the weight or volume charge, whichever is greater, and, if applicable, the valuation charge and/or value surcharge as specified in Carrier's regulations.

Para 3

Services not included in published Rates and Charges

Except as otherwise provided in Carrier's regulations, rates and charges apply only from airport to airport and do not include the following services and/or charges:

- a) pick-up, Delivery Service and City Terminal Service to and from the airport from which Carrier operates;
- b) storage charges;
- c) insurance charges;


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- d) C.O.D. service charges;
- e) advanced charges;
- f) expenses incurred by Carrier in clearing the cargo through customs, or incurred by any other person whether acting as agent for the shipper, the consignee, the owner of the cargo, or Carrier;
- g) charges or penalties imposed and/or collected by Government authorities including duties and/or taxes and/or any other expenses, charges or penalties imposed;
- h) expenses incurred by Carrier in repairing faulty packing;
- i) charges for carriage of cargo forwarded, transshipped or reforwarded by any other transportation service, or returned to point of origin;
- j) any other similar services or charges; or
- k) any ancillary service given by the Carrier in connection with the air Carriage.


Para 4

Payment of Charges

- a) Rates and charges are published in the currency shown in the applicable rate tariffs, and are payable in any currency acceptable to Carrier. When payment is made in a currency other than in the currency in which rate or charge is published, such payment will be made at the rate of exchange established for such purposes by Carrier, the current statement of which is available for inspection by the shipper at Carrier's office where the air waybill is issued or payment is made. The provisions of this paragraph are subject to applicable exchange laws and government regulations.
- b) 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 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.

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- c) With respect to any charges, expenses or disbursements which cannot be determined at the time when the Cargo is handed over for Carriage, Carrier may require the Shipper to deposit with Carrier a sum estimated by Carrier to be sufficient to cover such charges, expenses and disbursements. Any balance due from Carrier to the Shipper or from the Shipper to Carrier in connection with such deposit shall be paid after completion of the contract of Carriage and determination of the exact amount of such expenses and disbursements.
- d) The Shipper guarantees payment of freight rate, storage charges and all unpaid charges, unpaid Charges Collect, advances, disbursements of Carrier and expenses for collecting unpaid charges. The Shipper also guarantees payment of all costs, expenditures, fines, penalties, loss of time, damages and other sums which Carrier may incur or suffer by reasons of the inclusion in the Shipment of articles the Carriage which is prohibited by law, or the illegal, incorrect or insufficient marking, numbering, addressing or packing of packages or description 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. Carrier shall have a lien on the cargo for each of the foregoing and, in the event of non-payment 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. No such lien or right of sale, and no such right of Carrier to collect any of the foregoing shall be in any way affected, lost or prejudiced by reason of the acknowledgement of payment, if not actually paid, or, so far as concerns the right of Carrier to collect any of the foregoing, by reason of the delivery of the cargo or the surrender of the possession thereof. By taking delivery or exercising any other right arising from the contract of Carriage, the Consignee agrees to pay above charges, sums and advances, except prepaid charges; but this shall not discharge the Shipper's guarantee to pay the same.
- e) If the gross weight, measurement, quantity or declared value (if applicable, subject to the terms in these Conditions) of the Cargo exceeds the gross weight, measurement, quantity or declared value (if applicable, subject to the terms in these

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Conditions) on which charges for Carriage have been previously computed, Carrier shall be entitled to require payment of the charge on such excess.

- f) Charges Collect Shipments will be accepted only to countries listed in Carrier's regulations and subject to the conditions contained therein. In any event Carrier reserves the right to refuse Shipments on a Charges Collect basis to any country where regulations prevent the conversion of funds into other currencies or the transfer of funds to other countries. Information on countries to which Charges Collect service is available may be obtained from offices and representatives of Carrier.
- g) All charges applicable to a Shipment are payable at the time of acceptance thereof by the Carrier in the case of a prepaid Shipment, i.e. a Shipment on which the charges are to be paid by the Shipper, or at the time of delivery thereof by the Carrier in the case of a collect Shipment, i.e. a Shipment on which the charges are to be paid by the Consignee. If the Consignee fails to pay said charges, when such charges are to be collected, the Shipper remains obligated to pay these charges and interest at the judgment rate in the applicable jurisdiction.
- h) 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 therefor.

Para 5

Precedence of Rates & Charges

- a) Unless otherwise provided in HKC's regulations, a published rate takes precedence over the combination of intermediate rates applicable between the same points via the same routings.
- b) Specific commodity rates and charges take precedence over rates and charges derived from commodity classifications and over general cargo rates and charges. Though specific commodity rates and charges take precedence over the combination of intermediate specific commodity rates and charges between the same points via the same carriers.
- c) Though general cargo rates and charges take precedence over the combination of intermediate general cargo rates and charges between the same points via the same carriers.

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Para 6

Quantity Reductions

When a reduction in a rate or charge is published for a Shipment of greater weight, size or value (if applicable), such lower rate or charge will apply only to a Shipment falling within the respective group, except that in no case shall the charge assessed for any Shipment be greater than the minimum charge for a Shipment in the next higher weight, size or group respectively.

Para 7

Service Charge

In addition to the weight (or volume) charge or valuation charge (if applicable) and/or value surcharge (if applicable) referred to heretofore, service charges will be assessed when applicable to the Shipment in accordance with HKC's regulations.

Para 8

Construction of Unpublished Rates & Charges

When the rate or charge between any two points is not specifically published, such rate or charge will be constructed as provided in HKC's regulations.

Para 9

No Risk Insurance

The Carrier does not, and shall not be under any obligation to, offer or maintain risk insurance for Cargo Shipments. It is the sole responsibility of the Shipper to obtain such adequate insurance coverage. The Carrier strongly recommends that the Shipper arrange such insurance coverage.

ARTICLE 5

ACCEPTABILITY OF GOODS FOR CARRIAGE


Para 1

Valuation Limit of Shipment

No Shipment having a declared value (or in the case where a valuation limit is specified in the Carrier's regulations, having a declared value in excess of such limit) shall be accepted for Carriage unless a special arrangement therefor has been made in advance by written agreement between the Shipper and Carrier and has paid the supplementary sum applicable in advance. The Carrier shall have no obligation for Carriage and reserves the right to refuse Carriage of Shipment having declared valuation in the aggregate which violates or leads to a violation of this provision, without Carrier being subject to any liability therefor.

Carrier reserves the right to refuse Carriage of Shipments having a declared value (or in the case where a valuation limit is specified in the Carrier's regulations, having a declared value in excess of such limit).

If, for any reason, Shipment having such declaration of value (or in the case where a valuation limit is specified in the Carrier's regulations, having a declared value in excess of such limit) is tendered by the

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Shipper and incidentally accepted by the Carrier without prior written agreement on the value declaration, such declaration of value shall be deemed not agreed, unauthorized, invalid, and has no effect, and the Shipment shall be treated as if no such declaration had been made. The Shipper shall be liable to indemnify and hold harmless the Carrier from any claims, losses, damages, or liabilities arising from or in connection with such Shipment.

Para 2


Valuation Limits for One Aircraft

In case with the agreement of the Carrier, the limit of value applied, the limit of value of Shipment or group of Shipments to be carried in any one aircraft shall be as specified in Carrier's regulations (if available). If a single Shipment exceeds such limits, it may not be carried in the same aircraft but may be divided between two or more aircraft at the sole discretion of the Carrier. The Carrier reserves the right to refuse Carriage of Shipments in any one aircraft having declared valuations in the aggregate which violate or lead to violation of this provision.

Para 3

Packing & Marking of Cargo

- a) Shipper is responsible for ensuring that the Cargo is packed in an appropriate way for Carriage so as to ensure that:
 - i. It can be carried safely with ordinary care in handling and so as not to injure or damage any persons, animals, goods or property.
 - ii. It can be protected from all weather conditions to which it may be exposed, including but not limited to rain, wind, heat and cold.
 - iii. Each package shall be legibly and durably marked with the name and full address of the Shipper and Consignee.
- b) In the case of C.O.D. Consignments, the letters "C.O.D." shall be legibly marked by the Shipper on each package next to the Shipper's and Consignee's name and address.
- c) Packages containing valuables as defined in Carrier's regulations must be sealed.
- d) The Carrier is under no obligation to note or be aware of any information contained on the house air waybills used in respect of consolidated or pre-packed Shipments.
- e) The Carrier reserves the right to refuse the Carriage of Cargo that the Carrier considers is not suitably packed or marked.

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Para 4

Cargo Acceptable

Carrier undertakes to transport (subject to the availability of suitable equipment, capacity and space) all Shipment, unless otherwise excluded by Carrier's regulations or conditions, and provided:

- a) the transportation, or the exportation or importation thereof is not prohibited by the laws, Convention, Trade Controls, customs, and other government regulations, orders, demand and requirements of any country to be flown from, to or over;
- b) they are packed in a manner suitable for Carriage by aircraft;
- c) they are accompanied by the requisite shipping documents;
- d) they are not likely to endanger aircraft, persons or property, or cause annoyance to passengers.

To the extent permitted by law, Carrier reserves the right without assuming any liability to refuse Carriage of Cargo when circumstances so require.

Para 5

Cargo Acceptable only under Prescribed Conditions

Dangerous goods, explosives, valuables, live animals, perishables, fragile goods, human remains, and other articles specified in Carrier's regulations relating to the Carriage of restricted articles, are acceptable only under the conditions set forth in Carrier's regulations applicable to the Carriage of such Cargo.

Such Cargo 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 Shipments for whatever reason, Carrier in its sole discretion may take such steps as it deems appropriate.

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

Para 6

Dangerous Goods

The Shipper shall not tender for Carriage any volatile or explosive Cargo or Cargo which is or may become dangerous, inflammable or offensive or which is or may become liable to damage any property whatsoever without presenting a full description disclosing the nature of the cargo, and in any event the Shipper shall be liable for any loss and damage caused thereby.

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If in the sole opinion of Carrier the Cargo becomes or is liable to become dangerous, inflammable, explosive, volatile, offensive or damaging in nature, the same may at any time be retained, destroyed, disposed of or abandoned or rendered harmless by Carrier without compensation to the Shipper and without prejudice to Carrier's right to any charges hereunder and at the sole cost of the Shipper.

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


Para 7

Responsibility for Non-Observance

- a) Responsibility for non-compliance of the conditions relating to the Carriage of Cargo, and/or Cargo which is not acceptable for Carriage or is acceptable only under certain conditions, rests upon the Shipper, Consignee, and the owner of the Cargo, who jointly and severally agree to indemnify Carrier for any loss, damage, delay, liability or penalties it may incur because of Carriage of any such Cargo.

For the avoidance of doubt, the Shipper, Consignee, and the owner of the Cargo, jointly and severally, agree to indemnify and hold harmless the Carrier from and against any and all liabilities, claims, losses, damages, demands, actions, and causes of action whatsoever brought by any party(ies) or third party(ies), including but not limited to the Shipper(s), owner(s), Consignee(s), insurer(s), or subrogee(s) of the Cargo or Cargoes, arising out of or related to any non-compliance with the conditions relating to the Carriage of Cargo, including but not limited to non-compliance with any provision of these Conditions, and/or Carrier's container, label, package or safety requirements, whether caused by the negligence of Carrier or otherwise, to the fullest extent as may be permitted by applicable law or Convention.

- b) The Shipper warrants that he has complied with all the laws, Convention, Trade Controls, customs, and other government regulations, orders, demand and requirements, Carrier's regulations, other relevant regulations and conditions, relating to the nature, packaging, labelling, storage or Carriage of Cargo and that the 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 and costs, fees 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.

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Para 8

Carrier's Right of Inspection

Carrier reserves the right to examine 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.

Under no circumstances will the Carrier be liable for any direct or indirect losses or damages resulting from its examination of the packaging and Shipments.

Para 9


Unit Load Devices

When Shipper undertakes to load a unit load device (ULD), the Shipper shall indemnify and hold harmless Carrier against any and all liabilities, losses, damages, costs or expenses that arise from or in connection with such loading.

Para 10

Portable Electronic Devices for Air Cargo (PED)

- a) Shipper shall not attach to, or include with, any shipment any equipment used to capture and record data regarding the shipment (a Portable Electronic Device, also known as a PED) except in compliance with the conditions set forth as follows:
 - i. Prior consent and approval from the Carrier.
 - ii. Prior to tendering the shipment to the Carrier, Shipper will provide the Carrier in writing with (1) the name and model of the PED to be attached; (2) confirmation that such device has been approved/certified for use in air carriage by the appropriate regulatory authorities; and (3) confirmation that any such device that contains a lithium battery has been handled and packaged in accordance with applicable dangerous goods regulations.
 - iii. Shipper shall acknowledge that in tendering a Shipment with a PED, Shipper grants the Carrier a perpetual, royalty-free, irrevocable license to use any data emanating from such PED and Shipper shall make such data available to the Carrier upon request.
- b) Notwithstanding acceptance by the Carrier of a Shipment including a PED, Shipper shall remain responsible for any damage or injury to the Carrier or third parties as set forth in Article 6 and Article 13 hereof

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Para 11

Pre-packed and Mixed Pre-packed Shipments

The Shipper warrants and guarantees that it will provide the Carrier with timely and accurate contemporaneous information that is reasonably required at the time of booking and acceptance, including but not limited to the nature, number of pieces, and weight of packages that have been pre-packed. The Shipper acknowledges and accepts that the Carrier will not have had the opportunity to examine the contents of any pre-packed shipment and hereby agrees to indemnify the Carrier for any and all liability whatsoever and costs, fees and expenses arising from or in connection with the Shipper's failure to comply with this warranty.

ARTICLE 6

SHIPMENTS IN COURSE OF CARRIAGE

Para 1


Compliance with Government Requirements

- a) The Shipper shall comply with all applicable laws, Convention, Trade Controls, customs, and other government regulations, orders, demand and requirements of any country to or from or through or over which the Cargo may be carried, including those relating to the packing, Carriage or delivery of the 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 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 Carrier for any damage occasioned by the failure of the Shipper to comply with this provision.
- b) Carrier shall not be liable for refusing to carry any Shipment if Carrier reasonably determines in good faith that, upon the Carrier's understanding, such refusal is required by any applicable laws, Convention, Trade Controls, customs, and other government regulations, orders, demand and requirements.

Para 2

Disbursements & Customs Formalities

Carrier is authorised (but shall be under no obligation) to advance any duties, taxes or charges and to make any disbursement with respect to the Cargo and the Shipper, owner and Consignee, shall be jointly and severally liable for the reimbursement thereof. No Carrier shall be under obligation to incur any expense or make any advance in connection with the forwarding or reforwarding of the Cargo except against prepayment by the Shipper. If it is necessary to make customs entry of the Cargo at any place, and no Customs Agent has been named

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on the face of the Air Waybill or in the Shipment Record, the Cargo shall be deemed to be consigned to the Carrier carrying the Cargo to such place or to such Customs Agent, if any, as such Carrier may designate. For any such purpose a copy of the Air Waybill, or of the Shipment Record, certified by the Carrier, shall be deemed original.

Para 3

Schedules, Routings & Cancellations


Except as may be otherwise provided in applicable Convention, to the fullest extent as may be permitted by applicable Convention:

- a) Times shown in Carrier's timetables or elsewhere are approximate and not guaranteed and form no part of the contract of 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 despatch but 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. Carrier is hereby authorised 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 authorised to bind Carrier by any statements or representations of the dates or times of departure or arrival, or of operation of any flight.
- b) Carrier may without notice substitute alternate Carriers or aircraft. Carrier is authorised to carry the Shipment without notice wholly or partly by any other means of surface transportation or to arrange such Carriage.
- c) Carrier reserves the right, without notice, to cancel, terminate, divert, postpone, delay or advance any flight, or any right of Carriage, or the further Carriage of any Cargo, or to proceed with any flight without all or any part of the Cargo, if the Carrier considers that it would be advisable to do so because of:
 - i. any fact beyond its control (including, but without limitation, meteorological conditions; natural disasters (e.g., earthquake, fire, flood, storms, hurricane, typhoon, volcanic activity and other similar and dissimilar natural causes); acts of God; force majeure; strikes, lockouts, and other labour disputes; riots, disorder, commotion, civil unrest; war, hostilities (whether war be declared or not),

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invasion, act of foreign enemies, rebellion, revolution, insurrection, military or usurped power, civil war, sabotage, vandalism, terrorism, munitions of war, explosive materials, ionizing radiation or contamination by radio-activity; explosions; embargoes, Trade Controls; epidemics; unforeseen delays in transportation or in obtaining any permits or licenses, or other delays caused by unforeseen action or inaction of civil or military authorities, or of contractors or subcontractors, or of other third parties, and any other cause or condition beyond the Carrier's control), actual, threatened, or reported, or because of any delay, demand, condition, circumstance, or requirement due, directly or indirectly to such facts; or

- ii. any fact not reasonably foreseeable, anticipated, or predicted; or
 - iii. any government or relevant authorities' regulation, order, demand, requirement or advice; or
 - iv. shortage of labour, fuel, or facilities, or labour difficulties of Carrier or others; or
 - v. if the Carrier considers that any other circumstances so require.
- d) Carrier may cancel the Carriage of any Shipment if the Shipper refuses, after demand by such Carrier, to pay the charges or the portion thereof so demanded, without Carrier being subject to any liability therefor.
- e) Subject to applicable laws, regulations and orders, Carrier is authorised to determine the priority of Carriage as between Shipments, and as between Shipments and other Cargo, mail or passengers. Carrier may likewise decide to carry or not carry or remove any articles from a Shipment, at any time or place whatsoever, and to proceed with the flight without all or any part of them. The Carrier shall not be liable to Shipper or Consignee or to any other party for any loss, damage, costs, or consequences arising from or in connection with such decisions, including but not limited to delay, non-carriage, partial carriage, or removal of all or any part of Shipments, other Cargo, or mail.
- f) Provided that no regulations/laws to the contrary are applicable, in the event any flight is cancelled, diverted, postponed, delayed or advanced or is terminated at a place other than the place of

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destination or in the event the Carriage of any Shipment is so cancelled, diverted, postponed, delayed, advanced or terminated, the 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 the 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 the 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. The 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.

Para 4

Certain Rights of Carrier Over Shipment in Course of Carriage

If in the opinion of 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 or Consignee at the address stated in the Air Waybill, store the Shipment for the account and at the risk and expense of the Shipper, owner and Consignee of the Shipment, or any one of them, 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, owner or Consignee of the Shipment, shall be jointly and severally liable for and indemnify Carrier against any direct or indirect expense, risk or loss so incurred.

ARTICLE 7

AUTHORITY AND INDEMNITY OF SHIPPER

Para 1


Authority

- 1) It is agreed that any person who tenders Cargo to Carrier for Carriage for or on behalf of the Shipper is authorised to do so subject to these Conditions.
- 2) The Shipper warrants that in agreeing to these Conditions it has the authority of the person or persons owning or having an interest in the Cargo or any part thereof.

Para 2

Shipper's Indemnity

Without prejudice to the generality of the foregoing, Shipper undertakes to indemnify Carrier in respect of any liability whatsoever and howsoever arising (including without limitation, negligence or breach of contract or intentional or reckless conduct or default of Carrier or

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otherwise) in connection with Cargo to any person (other than Shipper) who claims to have, who has or who may hereafter have any interest in the Cargo or any part thereof. It is agreed that this indemnity operates irrespective of whether the Carrier's liability arises in events which may constitute a fundamental breach of contract or a breach of a fundamental term.

ARTICLE 8

SHIPPER'S RIGHT OF DISPOSITION

Para 1

Exercise of Right of Disposition

Every exercise of the right of disposition 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 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 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.

Para 2

Shipper's Option

Subject to the Shipper's liability to carry out all his obligations under the contract of Carriage and provided that this right of disposition is not exercised in such way as to prejudice Carrier or other Shippers, the Shipper may at his own expense dispose of the Cargo either:

- a) by withdrawing it at the airport of departure; or of destination; or
- b) by stopping it in the course of the journey on any landing; or
- c) by calling for it to be delivered at the place of destination or in course of the journey to a person other than the Consignee named in the Air Waybill or Shipment Record; or
- d) by requiring it to be returned to the airport of departure;

Para 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 his right of disposition. The Shipper shall reimburse Carrier for any expenses occasioned by the exercise of his right of disposition.

Para 4

Carrier's Inability to Comply

If, in the opinion of the Carrier, it is not reasonably practicable to carry out the order of the Shipper, Carrier shall so inform him promptly and

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Carrier shall thenceforth be under no obligation to carry out any such order. The cost of so doing attaches to the Cargo.

Para 5

Extent of Shipper's Right

The Shipper's right of disposition shall cease at the moment when, after arrival of the Cargo at the destination, the Consignee takes possession or requests delivery of the 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 he cannot be communicated with, such right of disposition shall continue to vest in the Shipper.

ARTICLE 9

DELIVERY

Para 1

Notice of Arrival

Unless the Shipment is to be reforwarded in accordance with Article 11, 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, regardless of orally or in writing, at the Carrier's discretion. Carrier is not liable for non-receipt or delay in receipt of such notice.

Para 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 the Consignee's agent, unless such Consignee is one of the Carriers participating in the Carriage, in which event, delivery shall be made to the person indicated on the face of the Air Waybill or Shipment Record as the person to be notified. Delivery to the Consignee shall be deemed to have been effected:

- a) when Carrier has delivered to the Consignee or his agent any authorisation from Carrier required to enable the Consignee to obtain release of the Shipment, and has forwarded the notice of arrival referred to in Para 1 of this Article; and
- b) when the Shipment has been delivered to customs or other government authorities as required by applicable law or customs regulation.

Para 3

Place of Delivery

Except as provided in Article 10 Para 3 (Request for Service), the Consignee must accept delivery of and collect the Shipment at the airport of destination or the respective facility as designated by the Carrier.

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Para 4


Failure of Consignee to Take Delivery

- a) Subject to the provisions of Article 9 Para 5 (Disposal of Perishables) hereof, if the Consignee refuses or fails to take delivery of the Shipment after its arrival at the airport of destination, Carrier will endeavour 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 reasonably be complied with, or the instructions are not clear, 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, without liability therefor attaching to Carrier:
 - i. sell the Shipment in one or more lots at public or private sale, or destroy or abandon such Shipment; or
 - ii. return the Shipment on its own service or on any other transportation service to the airport of departure, there to await instructions of the Shipper.
- b) The Shipper and/or owner are 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 together with any incidental charges. If the Shipment is returned to the airport of departure and the Shipper and/or owner 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, without liability therefor attaching to Carrier, and the Shipper and owner shall not claim any amount from the Carrier.

Para 5

Disposal of Perishables

- a) When a Shipment containing perishable articles as defined in Carrier's regulations is in the possession of Carrier, is unclaimed or refused at place of delivery, or for other reasons is threatened with deterioration, Carrier may immediately take such steps as it 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 communications for instructions at the cost of the Shipper, 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, without liability therefor attaching to Carrier and the Shipper and owner shall not claim any amount from the Carrier. The proceeds of any such sale

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shall be subject to the payment to Carrier of all accrued charges and expenses.

- b) 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 authorised 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 hereunder to pay any deficiencies.

Para 6

Responsibility for Charges

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.

ARTICLE 10

PICK-UP AND DELIVERY SERVICES (IF AVAILABLE)

Para 1

Shipments

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

Para 2


Availability of Service

Pick-up Service, Delivery Service, and City Terminal Service (if available) will 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 Carrier as may be amended from time to time.


Para 3

Request for Service

Pick-up Service, if available, will be provided when requested by the Shipper. Except when otherwise provided by Carrier's tariffs, Delivery Service may be provided unless contrary instructions are given by the 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 designated airport terminal at destination.

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- Para 4** **Shipment for which Service is Unavailable**
Pick-up Service, Delivery Service, and City Terminal Service (if available) will not be provided by Carrier without special arrangement for any Shipment which, in the opinion of Carrier, is impractical or unsuitable for Carrier to handle in normal course.
- Para 5** **Limitations on Service**
Pick-up Service, Delivery Service, and City Terminal Service (if available) will not be provided when it is impracticable to operate vehicles, or when the address of the Shipper or Consignee is not directly accessible to vehicles. Shipments will not be handled beyond loading platforms or doorways directly accessible to vehicles.
- Para 6** **Handling**
Pick-up Service, Delivery Service, and City Terminal Service (if available) will not be provided for pieces which cannot be handled by one person unless advance arrangements have been made, including, where necessary, the furnishing of additional men and equipment by and at the risk and expense of the shipper or consignee.
- Para 7** **Hours of Service**
Except by pre-arrangement with Carrier, Pick-up Service, Delivery Service, and City Terminal Service (if available) will be provided only during Carrier's regular business hours and on regularly scheduled cartage trips.
- Para 8** **Tender of Delivery**
If Delivery Service and/or City Terminal Service is available, Shipments which through no fault of Carrier cannot be delivered on the first tender of delivery to the Consignee will be returned to Carrier's designated terminal and the Consignee will be so notified. Further tenders will be made only upon request of the Consignee, and an additional charge based on published rates will be made for each subsequent tender of delivery.
- Para 9** **Liability**
If Pick-up Service, Delivery Service, and City Terminal Service (if available) are performed by or on behalf of Carrier, such surface transportation shall be subject to the same terms as to liability as set forth in Article 13 (CARRIER'S LIABILITY) hereof.
- In any other event, and to the extent that other mandatory regulations apply, the issuing Carrier and last Carrier, respectively, in forwarding and re-forwarding the Cargo shall do so only as agents of the Shipper, owner, or Consignee, as the case may be, and to the fullest extent as may be permitted by applicable law or Convention, shall not be liable for any loss or damage arising out of such additional Carriage unless

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such loss or damage is proved to have been caused by the Carrier's own gross negligence or willful misconduct, and such negligence or willful misconduct was done with intent to cause such loss or damage or recklessly and with knowledge that such loss or damage would probably result, and there has been no contributory negligence on the part of the Shipper, Consignee or other claimant.

The Shipper, owner and Consignee hereby authorize such Carriers to do all things deemed advisable to effect such forwarding or re-forwarding, including, but without limitation, selection of means and routes of forwarding or re-forwarding (unless these have been specified by the Shipper in the Air Waybill or Shipment Record), execution and acceptance of documents of carriage (which may include provisions excluding or limiting liability) and consigning of Cargo with no declaration of value, notwithstanding any declaration of value (if applicable, subject to these Conditions) in the Air Waybill or Shipment Record.

Para 10

C.O.D. Consignments

Consignments may be forwarded C.O.D. if and as provided in HKC's regulations.

ARTICLE 11


FORWARDING AND RE-FORWARDING

The Cargo or packages said to contain the goods described on the face of the Air Waybill, are accepted for Carriage from their receipt at Carrier's designated cargo terminal or airport office at the place of departure to the airport at the place of destination.

If so specifically agreed, the Cargo, or package said to contain the Cargo, described in the Air Waybill are also accepted for forwarding to the airport of departure and for reforwarding beyond the airport of destination.

If such forwarding or reforwarding is performed by or on behalf of Carrier, such surface transportation shall be subject to the same terms as to liability as set forth in Article 13 (CARRIER'S LIABILITY) hereof.

In any other event, and to the extent that other mandatory regulations apply, the issuing Carrier and last Carrier, respectively, in forwarding and re-forwarding the Cargo shall do so only as agents of the Shipper, owner, or Consignee, as the case may be, and to the fullest extent as may be permitted by applicable law or Convention, shall not be liable for any loss or damage arising out of such additional Carriage unless such loss or damage is proved to have been caused by the Carrier's own gross negligence or willful misconduct, and such negligence or willful

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misconduct was done with intent to cause such loss or damage or recklessly and with knowledge that such loss or damage would probably result, and there has been no contributory negligence on the part of the Shipper, Consignee or other claimant.

The Shipper, owner and Consignee hereby authorize such Carriers to do all things deemed advisable to effect such forwarding or re-forwarding, including, but without limitation, selection of means and routes of forwarding or re-forwarding (unless these have been specified by the Shipper in the Air Waybill or Shipment Record), execution and acceptance of documents of carriage (which may include provisions excluding or limiting liability) and consigning of Cargo with no declaration of value, notwithstanding any declaration of value (if applicable, subject to these Conditions) in the Air Waybill or Shipment Record.

ARTICLE 12

SUCCESSIVE CARRIERS

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

ARTICLE 13


CARRIER'S LIABILITY

Para 1

Subject to otherwise provided in these Conditions, 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 by air.

Para 2

Except as may be otherwise provided in applicable Convention, to the fullest extent as may be permitted by applicable Convention, Carrier is not liable to the Shipper, Consignee, or any other person for any damage, delay, or loss of whatsoever nature, directly or indirectly, arising out of or in connection with the Carriage of Cargo or any other services of Carrier, including but not limited to, negligence, recklessness, gross negligence or willful misconduct or default on the part of the Carrier or its servants or agents whether or not the same occurs in the course of performance by or on behalf of the Carrier under the contract or in events which are in the contemplation of the Carrier and/or Shipper or in events which are foreseeable by them or either of them or in events which may constitute a fundamental breach of contract or breach of a fundamental term, unless such loss or damage is proved to have been caused by the Carrier's own gross negligence or willful misconduct, and such negligence or willful misconduct was done with intent to cause such loss or damage or recklessly and with knowledge that such loss or damage would probably result, and there

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has been no contributory negligence on the part of the Shipper, Consignee or other claimant.

Para 3 If the damage, destruction, loss, or delay 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 rights, 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, destruction, loss, or delay.

Para 4 The Carrier shall not be liable for any loss or damage, directly or indirectly, arising out of or in connection with any compliance with laws, government regulations, orders or requirements, or resulting from any cause beyond Carrier's control.

In particular, and without limitation, the Carrier shall not be liable, under any circumstances, for: (i) special, indirect or 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; and (ii) loss of revenue, profits, business opportunities and contracts, anticipated savings, goodwill or reputation (whether arising directly or not)


Para 5 In the event that the Carrier has entered into a written agreement with the Shipper for the Carriage of a Shipment with a declared value:

Unless the Shipper, with the written agreement of the Carrier, has made a special declaration of value for Carriage and has paid the supplementary sum applicable in advance, liability of Carrier shall not exceed 26 Special Drawing Rights per kilogram of Cargo destroyed, lost, damaged or delayed.

If, with the written agreement of the Carrier, the Shipper has made a special declaration of value for Carriage and has paid the supplementary sum applicable in advance, 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.

The Shipper's particulars as to value, unless no value is declared with a supplemental charge having been paid, shall be conclusive evidence, as against the Shipper and Consignee of the value of the Shipment. In the case that no value is declared, the Shipper warrants that the Shipper requires no special security or handling.

Para 6 In the event of delivery to the Consignee (or any other person entitled to delivery) of part but not all of the Shipment, or in the event of damage

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to part but not all of the Shipment, the liability of the Carrier with respect to the undelivered or damaged portion shall be reduced proportionately on the basis of the weight, notwithstanding the value of any part of the Shipment or contents thereof.

Para 7 A 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. 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 a 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 a right of action against the last Carrier under the contract of Carriage.


Para 8 No warranty is implied in the contract for carriage regarding any aircraft engaged in the Carriage or its fitness for the Carriage of the Cargo to which the contract relates.

Para 9 Carrier will not be liable for any loss, damage or expense arising from death, injury, or sickness due to natural causes or death, injury or sickness of any animal caused by the conduct or acts of the animal itself or of other animals such as 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 or containment of the animal, or by the inability of the animal to withstand unavoidable changes in its physical environment inherent in the Carriage by air.

Furthermore, Carrier will not be liable for loss or damage resulting from the inherent defect, quality or vice of the Cargo carried.

Para 10 In no event will Carrier be liable for death, sickness, or injury to any animal attendant, caused or contributed to by, including but not limited to, the condition, conduct, or acts of the animals, natural causes, accident, or by the inability of the animal attendant to withstand unavoidable changes in physical environment inherent in the Carriage by air.

Para 11 In the 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 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 Shipment Record or Air Waybill, the total weight of such package or packages shall also be taken into consideration in determining the

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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 that part of the Shipment lost, damaged or delayed has to the total weight of the Shipment.

Para 12

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

In addition, Carrier shall not be liable under any circumstances for damage to, loss or destruction of a Shipment caused by or resulting from, the property or contents of the Shipment. The Shipper, owner and Consignee, whose property or contents causes damage to, loss or destruction of another Shipment or of the property of Carrier, 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 packaging, is likely to endanger aircraft, persons or property may be abandoned or destroyed by Carrier at any time without notice and without liability therefor attaching to Carrier.

Para 13

Shipments containing contents liable to deteriorate or perish due to change in climate, temperature, altitude or other ordinary exposure, or because of length of time in transit, shall be accepted without any responsibility on the part of the Carrier for loss or damage due to such deterioration or perishability.

Para 14

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

Para 15


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 or other means of transportation is used for Carriage and its Agents, servants or representatives.

ARTICLE 14

TIME LIMITATIONS ON CLAIMS AND ACTIONS

Para 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.

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Para 2

No action shall be maintained in the case of loss or damage to goods unless a complaint is made to Carrier in writing by the person entitled to delivery, in which must sufficiently describe the cargo concerned, the approximate date of the damage, and the details of the claim. Such complaint must be made:

- a) in the case of visible damage or partial loss of the goods, immediately after its discovery and at the latest within fourteen (14) Days from the date of receipt of the goods;
- b) in the case of other damage to the goods, at the latest within fourteen (14) Days from the date of receipt of the goods;
- c) in the case of delay, at the latest within twenty-one (21) Days from the date on which the goods were placed at the disposal of the person entitled to delivery;
- d) in the case of non-delivery of the goods, within one hundred and twenty (120) Days of the date the goods ought to have arrived at destination.


Para 3

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

Any right to damages against Carrier shall be extinguished unless an action is brought within two years after the earliest of:

- a) the date of occurrence of the events giving rise to the claim,
- b) the date of arrival of the Cargo at the destination (in the case of damage or delay to Cargo),
- c) the date on which the aircraft ought to have arrived,
- d) the date on which the transportation stopped,
- e) the date of issue of the Air Waybill or Shipment Record (in the case of loss including non-delivery of the Cargo),

whichever is applicable; in each case subject to the applicable Convention, or if the applicable Convention does not apply, the relevant limitation periods under applicable law.

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ARTICLE 15

OVERRIDING LAW AND SEVERABILITY

The invalidity, for any reason, in whole or in part, of any term of these Conditions, does not affect the validity or enforceability of the remainder of the Conditions. The remainder of the Conditions shall be implemented to the maximum extent as allowed by the relevant applicable Conventions, laws and regulations.

For the avoidance of doubt, If any provision of these Conditions or the contract of Carriage, or any provisions contained or referred to in the Air Waybill or Shipment Record is prohibited by applicable and mandatory Convention, law, government regulations, orders or requirements, or otherwise determined to be void, null, invalid or unenforceable by competent arbitration tribunal or court or other authority of competent jurisdiction, such prohibited, void, null, invalid and/or unenforceable provision:

- a) shall be deemed amended to apply to the broadest extent that it would be valid and enforceable; and
- b) shall not affect or impair:
 - i. the legality, validity or enforceability in that jurisdiction of any other provision of these Conditions; and/or
 - ii. the legality, validity or enforceability under the law of any other jurisdiction of that or any other provision of these Conditions.

ARTICLE 16

MODIFICATION AND WAIVER

Para 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.

Para 2

No delay or omission by the Carrier in exercising any right under these Conditions shall operate as a waiver of that or any other right. A waiver or consent given by the Carrier on any one occasion shall be effective only in that instance and shall not be construed as a bar or waiver of any right on any other occasion. No waiver of any provision of these Conditions shall be effective unless made in writing and signed by the Carrier.