

## U.S DOMESTIC CONDITIONS OF CONTRACT

- In tendering the shipment described herein for carriage, Shipper agrees to these Conditions of Contract, which no agent or employee of the parties may alter, and that this Airbill is non-negotiable and has been prepared by Shipper or on Shipper's behalf by Carrier.
- It is mutually agreed that the shipment described herein is accepted on the date hereof in apparent good order (except as noted) for carriage as specified herein, subject to governing rates, rules and classifications stated in the most recent official Airline Freight Tariff of Carrier. Said rates, rules and classifications are available for inspection by the parties hereto and are hereby incorporated into and made part of this contract.
- Shipper warrants that any article(s) in the shipment is properly described on the airbill and that the shipment is packed to insure safe transportation with ordinary care in handling. Shipper warrants that any article susceptible to damage by ordinary handling, or as a result of any conditions normally encountered in air transportation, has been adequately protected by proper packing, markings, and labeling.
- All shipments are subject to inspection by the Carrier.
- The Shipper and Consignee shall be liable, jointly and severally, to pay or indemnify Carrier for all claims, fines, penalties, damages, costs or other sums which may be incurred, suffered or disbursed by Carrier by reason of any violation of any of the rules contained in the most recent Official Airline Freight Tariff of Carrier or any other default of the Shipper or such other parties with respect to a shipment.
- Availability of Equipment and Space**  
Carrier will transport, consistent with its capacity to carry, all Property accepted for transportation. All shipments are subject to the availability of equipment of the size and type capable of handling the shipment. Passengers and their baggage, Air Mail, "Small Package" shipments and "Priority Freight" shipments shall at all times have transportation priority over all other air freight tendered for transportation. Carrier will determine on a reasonable and not unjustly discriminatory basis, the priority for carriage between shipments, and will decide which shipments shall not be carried on a particular flight and which shall be removed at any time or place whatsoever.
- Carrier shall not be liable for loss, damage, delay or other result caused by:
  - Acts of God, perils of the air, public enemies, public authorities acting with actual or apparent authority in the premises, authority of law, quarantine, riots, unavailability, in whole or in part, of aircraft fuel, strikes, civil commotions, or hazards or dangers incident to the state of war or nuclear risk.
  - The act or default of the Shipper or Consignee.
  - The nature of the shipment, or any defect, characteristic or inherent vice thereof.
  - Violation by the Shipper or Consignee of any of the rules contained in this contract of carriage, including, but not confined to, improper or insufficient packing, securing, marking, or addressing, and failure to observe any of the rules relating to shipments not acceptable only under certain conditions.
  - Compliance with delivery instructions from the Shipper or Consignee or non-compliance with special instructions from the Shipper or Consignee not authorized by Carrier's rules.
  - Shortage of articles loaded and sealed in containers by the shipper, provided the seal is unbroken at the time of delivery and the container retains its basic integrity.
- Carrier shall not be liable for any type of damage to shipment containing glass, ceramics, or marble.
- Carrier shall not be liable for special or consequential damages unless, at time of receipt of the shipment from the shipper, Carrier is given written notice on the airbill of the circumstances which could result in such damages; however, this provision shall not limit any right of the Carrier to refuse the shipment.
- Limit of Liability**  
In consideration of the applicable transportation rates, shipper, consignee and all parties

having an interest in the shipment agree that the value of the shipment shall be determined as follows, and that the total liability of Carrier and its agents, including liability for special or consequential damages, shall in no event exceed the lesser of:

- For shipments not having a declared value, the total liability of Carrier shall in no event exceed 50¢ per pound of each piece of the shipment which may have been delayed, lost, damaged, or destroyed (but not less than \$50.00 per shipment) or the actual value of such piece, whichever is less, plus the amount of any transportation charges for which Carrier may be liable.
    - For shipments having a declared value, the total liability of Carrier shall in no event exceed \$5,000.00, or the value of the shipment, which ever is less, plus the amount of any transportation charges, for which the carrier may be liable. The charge for Declared Value shall be \$.75 per \$100.00 (or fraction thereof).
  - The amount of any damage actually sustained.
- Notice and Disposition of Property**  
If a shipment is unclaimed or cannot be delivered, Carrier will notify the shipper by mail at the address shown on the airbill. Carrier will dispose of the shipment in accordance with instructions received from the shipper only, and at the shipper's expense. If no instructions are received within 30 days after the date of mailing such notice, Carrier will dispose of the shipment at public or private sale.
  - All claims, except for overcharges, must be made in writing within a period of nine (9) months and nine (9) days after the date of acceptance of the shipment. Claims for overcharges must be made in writing within two (2) years after the date of acceptance of the shipment.
    - Damage and/or loss discovered by the Consignee after delivery and after a clear receipt has been given to the Carrier must be reported in writing within 15 days after delivery of the shipment, with privilege to Carrier to make inspection of the shipment and container within 15 days after receipt of such notice. If more than 15 days elapse between the date of delivery of the shipment by the Carrier and notice of loss or damage by the Consignee, the Consignee shall show good cause why the loss or damage was not discovered earlier and timely notification given.
    - While awaiting inspection by Carrier, the Consignee must hold the shipping container and its contents in the same condition they were in when damage was discovered insofar as it is possible to do so.
    - No claim, with respect to a Shipment, any part of which is received by the Consignee, will be entertained until all transportation charges have been paid.
  - Carrier shall not be liable in any action brought to enforce a claim, except for overcharges, unless Carrier's claim procedures have been complied with by the claimant, and unless such action is brought within two (2) years after the date written notice is given to the claimant that Carrier has disallowed the claim in whole or in part.
    - For recovery of overcharges, action at law shall be begun within two (2) years from delivery or tender of delivery of shipment by Carrier, and not after, except that if claim for overcharge has been presented in writing to Carrier within such two year period, that period shall be extended to include six (6) months from the time notice in writing is given by Carrier to claimant for disallowance of the claim, or any part of parts thereof specified in the notice.
  - Shipment is subject to charges for actual or dimensional weight in accordance with Carrier's applicable rules.
  - SCHEDULES NOT GUARANTEED - Carrier does not undertake to operate any flight according to a specific schedule, to make connections with any particular flight, or to transport a particular shipment on a particular flight, provided, that carrier may, for operational purposes, preplan space for shipments occurring on a regular basis prior to the tender thereof, but acceptance of all such advance notice of tender shall be tentative only and shall not constitute a guarantee that such shipments will be destination at or within a specific time.

## INTERNATIONAL CONDITIONS OF CONTRACT NOTICE CONCERNING CARRIER'S 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 AND IN MOST CASES LIMIT THE LIABILITY OF THE CARRIER IN RESPECT OF LOSS OF, DAMAGE OR DELAY TO CARGO. DEPENDING ON THE APPLICABLE REGIME, AND UNLESS A HIGHER VALUE IS DECLARED, LIABILITY OF THE CARRIER MAY BE LIMITED TO 19 SPECIAL DRAWING RIGHTS PER KILOGRAM UNDER THE MONTREAL CONVENTION; 17 SPECIAL DRAWING RIGHTS PER KILOGRAM UNDER THE WARSAW CONVENTION AS AMENDED BY MONTREAL PROTOCOL NO. 4; OR 250 FRENCH GOLD FRANCS PER KILOGRAM UNDER THE WARSAW CONVENTION (UNAMENDED BY MONTREAL PROTOCOL NO. 4), CONVERTED INTO NATIONAL CURRENCY UNDER APPLICABLE LAW, UNLESS A GREATER AMOUNT IS SPECIFIED IN THE CARRIER'S CONDITIONS OF CARRIAGE.

## CONDITIONS OF CONTRACT

- 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 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.
  - 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.
  - To the extent not in conflict with the foregoing, carriage and other related services performed by each Carrier are subject to:
    - applicable laws and government regulations;
    - 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:
      - limits on the Carrier's liability for loss, damage or delay of goods, including fragile or perishable goods;
      - 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;
      - rights, if any, of the Carrier to change the terms of the contract;
      - rules about Carrier's right to refuse to carry;
  - 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.
  - For carriage to which neither the Warsaw Convention nor the Montreal Convention applies, Carrier's liability limitation shall not be less than the per kilogram monetary limit set out in Carrier's tariffs or general conditions of carriage for cargo lost, damaged or delayed, provided that any such limitation of liability in an amount less than 17 SDR per kilogram will not apply for carriage to or from the United States.
  - 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.
  - 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.
- 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.
  - 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.
  - 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.
  - Notwithstanding any other provisions, for "foreign air transportation" as defined by the U.S. Transportation Code:
    - 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
    - in the case of loss of, damage or delay to a part 01 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.
  - 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.
  - Carrier undertakes to complete the carriage with reasonable dispatch. Where places that it deems appropriate or to change or deviate from the routing shown on the face hereof.
  - 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.
  - 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:
    - 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;
    - 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.
    - 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.
  - 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.
  - Unless a written complaint is made within the time limits specified in 10.1 no action may be brought against Carrier.
  - 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.
  - 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.
  - No agent, employee or representative of Carrier has authority to alter, modify or waive any provisions of this contract.