

CONDITION OF CONTRACT

- (1) As used in this contract, "air bill" is equivalent to "air consignment note", "shipper" is equivalent to "consignor" "carriage" is equivalent to "transportation" and "Carrier includes the air carrier issuing this air bill and all air carriers that carry the goods hereunder or perform any other services related to such air carriage. For the purposes of the exemption from and limitation of liability provisions set forth or referred to herein "Carriers" includes agent, servants, or representatives of any such air carriers, Carriage to be performed hereunder by several successive carriers is regarded as a single operation.
- (2) (a) Carriage hereunder is subject to the rules relating to liability established by the Convention for the unification of Certain Rules relating to international Carriage by Air, signed at Warsaw October 12, 1929, (hereinafter called "the Convention"), unless such carriage is not "international carriage" as defined by Convention (See Carrier's tariffs for such definition).
- (b) To the extent not in conflict with the foregoing carriage hereunder and other services performed by each Carrier are subject to (i) applicable laws (including national laws implementing the Convention), government regulations, orders, and requirements, (ii) provisions herein set forth, and (iii) applicable tariffs, rules and regulations of such carrier, which are made part here of and which maybe inspected at any its offices.
- (c) For the purpose of the Convention, the agreed stopping places, (which maybe altered by Carrier in case of necessity) are those places, except the place of departure and the place of destination, set forth on the face hereof.
- (d) In the case of carriage subject to the Convention the shipper acknowledges that he been given an opportunity to make a special declaration of the value of the goods at delivery and that the sum entered on the face of the air bill as "Shipper's/Consignor's Declared Value – For Carriage". If in excess of 250 French gold francs (consisting of 65.1/2 miligrams of gold with a fineness of 900 thousandths) or their equivalent per kilogram constitutes such special declaration of value.
- (3) In so far as any provision contained or referred to in this air bill maybe contrary to mandatory law, government regulations, orders, or requirements, such provision shall remain applicable to the extent that it is not overridden thereby. The invalidity of any provision shall not affect any other part hereof.
- (4) Except as the Convention or other applicable law may otherwise require
- (a) Carrier is not liable to the shipper or to any other person for any damage; delay or loss of whatsoever nature (hereinafter collectively referred to as "damage") arising out of or in connection with the carriage of the goods, unless such damage is proved to have been no contributory negligence of the shipper consignee or other claimant (b) Carrier is not liable for any damage directly or indirectly arising out of compliance with laws government regulations, orders or requirement of from any cause beyond Carrier's control; (c) the charges for carriage having been based upon the value declared by the shipper, it is agreed that any liability shall in no event exceed the shipper's declared value for carriage stated on the face hereof, and in the absence of such declaration by shipper liability of Carrier shall not exceed 250 such French gold francs, or their equivalent per kilogram of goods destroyed,
- (5) lost, damaged or delayed all claims shall be subject to proof of value. It is agreed that no time is fixed for the completion of carriage hereunder. Carrier assumes no obligation to carry the goods by any specified aircraft or over any particular route or routes or to make connection at any point according to any particular schedule and Carrier is hereby authorized to select or deviate from the route or routes of shipment, notwithstanding that the same may be stated on the face hereof. The shipper guarantees payment of all charges and advances.
- (6) The goods or packages said to contain the goods, described on the face hereof are accepted for carriage from their receipt at Carrier's city or airport office at the place of departure to the airport at the place of destination. If so specifically agreed, the goods, or packages said to contain the goods, described on the face hereof, are also accepted for forwarding to the airport of departure and for reforwarding beyond the airport of destination. If such forwarding or reforwarding is by carriage operated by Carrier, such carriage shall be upon the same term as to liability as set forth in paragraphs 2 and 4 hereof. If any other event the issuing carrier and last carrier, respectively, in forwarding or reforwarding the goods shall do so only as agents of the shipper, owner, or consignee as the case maybe, and shall not be able for any damage arising out of such additional carriage unless proved to have been caused by its own negligence or willful fault. The shipper, owner and consignee hereby authorize such carriers to do all things deemed advisable to effect such forwarding or reforwarding, including, but without limitation selection of the means of forwarding or reforwarding and the routes thereof (unless these have been herein specified by the shipper), execution and acceptance of documents of carriage (which may include provisions exempting or limiting liability) and consigning of goods with no declaration of value, notwithstanding any declaration of value in this air bill.
- (7) Carrier is authorized (but shall be under no obligation) to advance any duties taxes or charges and to make any disbursements with respect to the goods, and the shipper; owner and consignees shall be jointly and severally liable for the reimbursement thereof, No Carrier shall be under obligation to incur any expense or to make any advance in connection with the forwarding or reforwarding or the goods except against repayment by the shipper. If it is necessary to make customs entry of the goods at any place, the goods shall be deemed to be consigned at such place to the person named on the face hereof as customs consignee or, if no such persons be named to the carrier carrying the goods to such place or to such customs consignee, if any as such carrier may designate.
- (8) At the request of the shipper, and if the appropriate premium is paid and the fact recorded on the face hereof, the goods covered by this air bill are insured on behalf of the shipper under an open policy or the amount requested by the shipper as set out on the face hereof (recovery being limited to the actual loss or damage not exceeding the insured value) whatsoever, except those arising directly or indirectly from war risks strike, riots, hostilities, legal seizure or delay or inherent vice, and subject to the terms and conditions of such open policy which is available for inspection by the shipper. Claims under such policy must be reported immediately to an office Carrier.
- (9) Except as otherwise specifically provided in this contract, delivery of the goods will be made only to the consignee named on the face hereof, 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 hereof as the person to be notified. Notice of arrival of the goods will in the absence of other instructions, be sent to the Consignee, or the person to be notified, by ordinary methods, Carrier is not liable for non receipt or delay in receipt of such notice.
- (10) (a) No action shall be maintained in the case of damage to goods unless a written notice, sufficiently describing the goods concerned, the approximate to an office of the damage, and the details of the claim, is presented to an office of Carrier within 7 days from the date of receipt thereof, in the case of delay unless presented within 14 days from the date the goods are placed at the disposal of the person entitled to delivery and in the case of loss (including non delivery) unless presented within 120 days from the date of issue of the air bill.
- (b) Any rights to damages against Carrier shall be extinguished unless on actions is brought within two years after the occurrence of the events giving rise to the claim.
- (11) The shipper shall comply with all applicable laws, customs and other government regulations of any country to, from, through or over which the goods may be carried, including those relating to the packing carriage or delivery of the goods, and shall furnish such information and attach such documents to this air bill as may be necessary to comply with such laws and regulations. Carrier is not liable to the shipper or any other person for loss or expense due to shipper's failure to comply with this provision.
- (12) The shipper shall comply with all applicable laws, customs and other modify or waive any provision of this contract.