

GENERAL TERMS FOR THE USE OF UNIT LOAD DEVICES AND OTHER LOADING EQUIPMENT LOANED OR RECEIVED BY THE CARRIER'S CUSTOMERS

## **Preamble**

The purpose of this document is to define the Customer's rights and obligations with regard to the ULD and other loading equipment/accessories loaned or received by the Customer from the Carrier along with the Carrier's right for ULD utilization.

Revision date: 25.05.2020 page 2

# Content

1 Definitions	- 4 -
2 Customer's Right	- 4 -
3 Customer's Obligation	- 4 -
4 Carrier's Right for ULD Utilization	- 4 -
5 Other Loading Equipment/Accessories	- 4 -
Annex 1	- 5 -
Annex 2	

#### 1 Definitions.

**Air Waybill (AWB).** The document in physical or electronic form entitled "Air Waybill" as completed by the shipper or on its behalf; it constitutes the proof of the contract between the shipper and the carriage of cargo.

Cargo. Anything carried or to be carried in an aircraft except for:

- mail or other property carried under the terms of an international postal convention
- baggage carried under a passenger ticket and baggage check. Unaccompanied baggage moving under the AWB is the cargo.

**Carriage.** Carriage of cargo by air or by any other means of transportation, whether gratuitously or for remuneration.

**Carrier.** Includes the air carrier designated in the air waybill or the shipment record and all carriers that carry or undertake to carry the cargo or to perform any other services related to such carriage.

**Customer.** Carrier's customer is any entity which loans or receives from the Carrier ULD and other loading equipment/accessories.

**Shipment Record.** Any record of carriage preserved by carrier, evidenced by means other than the air waybill.

**ULD.** Aircraft Unit Load Device is either an aircraft pallet and pallet net combination, or an aircraft container.

- **2** Customer's Right. The Customer has the right to receive/loan ULD from the Carrier either in the case where the inbound cargo is directly delivered to the Customer in that ULD or in the case where the outbound cargo is loaded in the ULD by the Customer.
- 3 Customer's Obligation. The ULD which is received or loaned by the Customer has to be returned to the Carrier cargo terminal at the airport within five days after the day of receipt of the ULD. If the ULD is used both for import and export delivery to and from the Customer, then such ULD have to be delivered to the Carrier cargo terminal at the airport within ten days after the day of receipt. The address of the Carrier cargo terminal can be advised by the Carrier upon request. Such return is made at the expense of the Customer. The Carrier assumes the right to levy the demurrage fee beginning from the sixth day (or beginning from the eleventh day in case of the import and export delivery as described above) of the ULD being on loan (including Saturday, Sunday, and public holidays) starting at midnight of the day of release. From then on every further day or part thereof will be charged as a full day. For special ULD, e.g. active containers, other terms may apply. These terms can be provided by the Carrier upon request. The Customer shall indemnify the Carrier for the lost or damage ULD or the parts thereof. ULD is deemed to be lost if it is not returned back to the Carrier in course of thirty four days after its receipt by the Customer or it is damaged beyond repair. All nets delivered along with ULD are regarded as an integral part of such ULD. Loss or damage to the nets shall be reimbursed to the Carrier by the Customer. The demurrage fee and the price list for lost or damaged ULD and nets are stated in the Annex 1 hereto.
- **4 Carrier's Right for ULD Utilization.** The Carrier reserves the right taking into consideration the interests of its customer to determine at its sole discretion the types of ULD to be loaded with cargo for a specific flight notwithstanding what may be stated in the applicable cargo transportation agreement.
- **5 Other Loading Equipment/Accessories.** The loading equipment/accessories which are in the possession of the Customer shall be returned to the Carrier cargo terminal at the airport at Customer's expense. The Carrier reserves the right to charge the cost of the loading equipment/accessories to the Customer if they remain in possession of the latter. The price list for the loading accessories is presented in the Annex 2 hereto.

Revision date: 25.05.2020 page 4

### Annex 1

to the General Terms for the Use of Unit Load Devices and Other Loading Equipment Loaned or Received by the Carrier's Customers Table of Charges for ULD\* (in USD)

ULD Type	Daily Demurrage Fees	Non-Return Value	Liability for Missing
			Nets
PMC	8,40	1512,00	200,00
PYB	8,40	1512,00	200,00
PLA, PLB	7,00	1260,00	200,00
PAG, PAJ	7,00	1260,00	200,00
16/20ft pallets	53,20	9576,00	400,00
AMD, AMA, AMP	39,20	7056,00	-
AKE	11,20	2016,00	-
ALF	16,80	3200,00	-

<sup>\*</sup>The charges for special ULD, e.g. active containers, can be found in the respective Carrier's office.

## Annex 2

to the General Terms for the Use of Unit Load Devices and Other Loading Equipment Loaned or Received by the Carrier's Customers Table of Charges for Loading Equipment/Accessories\* (in USD)

Type of Loading Equipment/Accessories	Non return Value	
Tie - down strap	10,00	
Tie - down spider	100,00	
Connector for PMC pallet	100,00	

<sup>\*</sup>The charges for special loading equipment/accessories can be found in the respective Carrier's office.

Revision date: 25.05.2020 page - 5 -