



**AirBridgeCargo Airlines LLC**

# **General Conditions of Cargo Carriage**

**Effective from 12<sup>th</sup> January, 2022**

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## Article 1. Definitions

**Agent.** Except when the context otherwise requires, any person or enterprise who has authority, express or implied, to act for or on behalf of the carrier and/or the shipper, consignee in relation to the contract of carriage.

**Aircraft Pallet.** Unit Load Device consisting of a flat platform with flat undersurface of standard dimension on which cargo is assembled and secured before being loaded as a unit on to the aircraft and which interfaces directly with the aircraft handling and restraint system.

**Aircraft Pallet Net.** Webbing or rope net for restraining load onto an aircraft pallet.

**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 carrier on the carriage of cargo.

**Applicable Convention.** Whichever of the following instruments is applicable:

- Convention for the Unification of Certain Rules Relating to International Carriage by Air, signed on October 12, 1929 at Warsaw (the Warsaw Convention);
- Protocol to Amend the Convention for the Unification of Certain Rules Relating to International Carriage by Air, signed on September 28, 1955 at the Hague (the Hague Protocol);
- Convention, supplementary to the Warsaw Convention, for the Unification of certain rules relating to international carriage by air performed by a person other than the contracting carrier signed at Guadalajara on September 18, 1961 (the Guadalajara Convention);
- Montreal Protocol No. 1, 2, 3 and 4 to amend the Convention for the unification of certain rules relating to international carriage by air signed on October 12, 1929 at Warsaw as amended by the Protocol done at the Hague on September 28, 1955 signed at Montreal on September 25, 1975 (the relevant Montreal Protocol)
- Warsaw Convention as amended by the Hague Protocol and by the Montreal Protocol No. 1, 2, or 4 as the case may be;
- Convention for the Unification of Certain Rules for International Carriage by Air, signed on May 28, 1999 in Montreal (the Montreal Convention);
- Convention on damage caused by foreign aircraft to third parties on the surface signed at Rome on October 7, 1952 (the Rome Convention).

**BUP (Bulk Utilization Program).** Load units which are built up and handed over ready for carriage by the shipper/shipper’s agent as complete units and delivered to consignee as complete unit intact. Therefore, no additional cargo may be co-loaded into BUPs.

**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.

**Charges Collect.** The charges entered on the Air Waybill for collection from the consignee against delivery of the shipment.

**Chargeable Weight.** Actual gross weight or volume weight (see definition below), whichever is higher, provided that where a lower charge for a higher minimum weight applies, the latter shall be retained as chargeable weight.

**Consignee.** The person whose name appears on Air Waybill or shipment record as party to whom the shipment is to be delivered by the carrier.

**Contract of Carriage.** Oral or written agreement between the shipper and the carrier relating to the carriage to be performed by the carrier, including freight rates. In absence of such an agreement the air waybill shall be considered to be the contract of carriage.

**Consolidation manifest.** Manifest of House Air Waybills of Consolidated Consignment.

**Contour.** The specific shape of the cargo built up on the aircraft pallet to safely match the aircraft dimensions.

**Dangerous Goods.** Dangerous Goods (DG) are articles or substances which are capable of posing a hazard to health, safety, property or the environment, when transported by air and which are shown in the list of dangerous goods or classified according to criteria shown in current edition of «Technical Instructions for the Safe Transport of Dangerous Goods by Air» (TI ICAO) or «Dangerous Goods Regulations» (DGR IATA).

**Days.** Full calendar days, including Sundays and state holidays; provided that for purposes of notification the rest of the day upon which notice is dispatched shall not be counted.

**Delivery Service.** Where expressly offered, 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.

**Dual Usage Goods.** Goods designed for commercial applications, but which can have military applications or potentially be used as precursors or components of weapons of mass destruction.

**FWB.** CIMP-message containing a complete set of Air Waybill data.

**FHL.** CIMP-message containing a list of House Waybills (with details of House Waybill consignments) associated with a Master Air Waybill.

**General Conditions of Cargo Carriage.** The present General Conditions of Cargo Carriage issued by AirBridgeCargo Airlines LLC (the company incorporated under the laws of the Russian Federation), published on the company's website: [www.airbridgecargo.com](http://www.airbridgecargo.com) and/or within the TACT Rules, which may be amended from time to time at the sole discretion of AirBridgeCargo Airlines LLC.

**Goods Subject to Special Regulations.** Goods that are not allowed to export, import or transit to certain countries or allowed only under certain conditions due to special regulations. Goods Subject to Special Regulations include three types of cargo: **Sanctions Goods, Military Goods and Dual Usage Goods.**

**Gross Weight.** The weight of the shipment including all packing, blocking, etc. Also including weight of platforms, special bracing, etc., if required.

**IATA.** Abbreviation for the International Air Transportation Association.

**ICAO.** Abbreviation for the International Civil Aviation Organization.

**Indemnity.** The commitment of the shipper to fully indemnify and hold the carrier, its officers, employees, agents and authorized representatives harmless against any and all liability, claims, loss, delay, damages, costs (including legal fees) and expenses incurred by the carrier in relation to any

of the shipper's obligations (and/or non-compliance with such obligation) or liability stipulated in these General Conditions of Cargo Carriage.

**Military goods.** Goods specially designed or modified for military use. The List of Military Goods includes items such as arms, ammunitions, bombs, tanks, imaging devices, military aircraft, warships and chemicals (the list of such items can be varied depend on the country legislation), as well as goods from/to shippers and consignees, which are related to military organizations (such as Ministry of Defense, AirForces, Navy etc).

**Pick-up service.** Where expressly offered, the surface carriage of outbound shipments from the point of pickup at the address of the shipper or that of his designated agent to the airport of departure.

**Ready for carriage.** Status of the shipment upon acceptance by the carrier provided that:

- The AWBs is issued in accordance with Article 5 hereof «Completion of Air Waybill»;
- All documents necessary to determine the nature of the goods and/or which the carrier is required to present to customs, or any government body are completed and accompany the AWB;
- The cargo is packed in an appropriate way for carriage so as to ensure that it can be carried safely with ordinary care in handling and so as not to injure or damage any person, goods or property;
- Identification label(s) are used and attached to each package and affixed adjacent to the consignee's name and address where space permits;
- The cargo is prepared in accordance with security control instructions provided by the national authority and additional instructions provided by the carrier;
- The AWB data corresponds to actual cargo and booking.

*See in details in the Article 7 «Acceptance of Cargo for Carriage».*

**Sanctions Goods.** Any goods restricted or prohibited for shipment to or for the benefit of a specially designated person or to/from the territory as well as for the benefit of a state or government targeted by any sanction regime established by another state, any union of states or the United Nations Security Council.

**Shipment.** One or more pieces of goods accepted by the carrier from one shipper at one time and at one address, receipted for in one lot and moving on one AWB to one consignee at one destination address, equivalent to the term «consignment».

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

**Shipper.** The person or entity whose name appears on the AWB as the party contracting with the carrier(s) or/and in an agreement with the carrier for carriage of goods, equivalent to the term «consignor».

**SMU (Shipper Loaded Mixed Unit).** Load units which are built up by the shipper/shipper's agent and handed over ready for carriage as complete units. SMU may contain more than a single shipment.

**Special Drawing Right.** A special drawing right as defined by the International Monetary Fund.

**Temperature sensitive cargo.** Any goods or product which, when not stored or transported within predefined environmental conditions and/or within pre-defined time limits, is degraded to the extent that it no longer performs as originally intended.

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

**Volume Weight.** The weight of the cargo calculated by the conversion of the volume of the cargo. According to IATA rules, 6000 cubic centimeters equals 1 kilogram.

## Article 2. Governing Law

Any carriage, including all services incidental thereto, performed by or on behalf of the carrier is subject to:

- a) the applicable convention provided that such carriage is international carriage;
- b) national and/or international laws and regulations as applicable;
- c) the present General Conditions of Cargo Carriage and other applicable tariffs, rules, regulations and schedules (except for the times of departure and arrival specified therein) of the carrier which are available at any of its offices.

## Article 3. Scope of applicability

### 3.1 General

(a) Any carriage, including all services incidental thereto as set forth in freight rates and charges published and/or distributed in connection with the present General Conditions of Cargo Carriage, performed by or on behalf of the carrier, is in consideration of the Article 2 above subject to these General Conditions of Cargo Carriage and to the published rates and charges effective at the date of the issuance of the AWB or the shipment record by the carrier, and/or to the terms and conditions (including tariffs agreed) agreed by the contracting parties in a transportation agreement they entered into.

In the event of inconsistency between the present General Conditions of Cargo Carriage and the carrier's other rules, regulations, these General Conditions of Cargo Carriage shall prevail. In case of a transportation agreement entered into between the contracting parties the agreement's terms and conditions shall prevail over these General Conditions of Cargo Carriage.

(b) Under no circumstances shall the carrier accept any increased obligations or liability, that arise by virtue of the shippers or agents issuing AWB or shipment records for carriage of shipments on the carrier's flight which claim to waive or restrict the carrier's entitlement to rely upon these General Conditions of Cargo Carriage; and the shipper agrees to indemnify and hold harmless the carrier in respect of any increased liability, losses, damages, costs or expenses that arise from issuing such AWB or shipment records.

### 3.2 Gratuitous Carriage

With regard to any gratuitous carriage, the carrier reserves the right to exclude the applicability of these General Conditions of Cargo Carriage as a whole or in part as permitted by applicable legislation.

### 3.3 Charter Agreements

With regard to the cargo transported under a charter agreement with the carrier, such carriage shall be subject to the carrier's applicable charter terms and conditions, if any. Where the carrier has no charter terms and conditions being applicable to the charter agreement, these General Conditions of Cargo Carriage shall apply to the agreement unless the carrier reserves the right to exclude the applicability of any parts of these General Conditions of Cargo Carriage. In case of divergence between the provisions of these General Conditions of Cargo Carriage and the provisions of the

charter agreement, the latter shall prevail and the shipper, accepting a carriage under a charter agreement, thereby agrees to be bound by such an agreement's provisions. irrespective of whether or not expressly agreed with the shipper.

### **3.4 Changes without Notice**

These General Conditions of Cargo Carriage and the published and/or distributed by other means rates and charges are subject to the carrier's unilateral 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 conclusion of the contract of carriage or after the date the rate and/or charge for the carriage have been entered in the Shipment Record.

### **3.5 Effective Rules**

All carriage of cargo governed by these General Conditions of Cargo Carriage is subject to the carrier's rules, regulations, rates and charges being in effect on the date of the AWB issuance, provided that in the event of inconsistency between these General Conditions of Cargo Carriage and the carrier's rules, regulations, rates and charges, these Conditions shall prevail.

## **Article 4. The Shipper's Information and Documents**

The shipper shall be liable before the carrier or any other person to whom the carrier is liable for the correctness and the completeness of the particulars and statements relating to the cargo inserted by it or on its behalf in the AWB or furnished by it or on its behalf to the carrier for insertion for insertion in the shipment record and cargo receipt. The foregoing shall also apply where the person acting on behalf of the shipper is also the agent of the carrier.

The shipper shall furnish such information and documents as are necessary to meet the formalities of customs, police and any other public authorities before the cargo can be delivered to the consignee.

The shipper while booking has to inform the carrier if the consignment requires any license/permits as per laws and rules of the countries en route, and/or if the consignment belongs to the Sanctions' List of the countries en route.

The carrier shall be under no obligation to enquire into the correctness or sufficiency of such information or documents, however the carrier reserves the right to enquire into the correctness or sufficiency of information or documents tendered in respect of any shipment.

## **Article 5. Completion of Air Waybill**

### **5.1 Air Waybill (AWB)**

The shipper shall make out or have made out on his behalf, an air waybill which shall meet the following requirements:

The AWB shall be completed in accordance with the TACT Rules, Section 6.1, Security Regulations of the countries en route (e.g. ACC3 for EU, Security Statements for USA) and with IATA Dangerous Goods Regulations, IATA Live Animals Regulations, IATA Perishable Cargo Regulations and IATA Temperature Control Regulations when applicable;

The AWB shall be issued in 8 copies;

The 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. The shipment with live animals, human remains, military cargo/strategic goods, valuable cargo shall contain one type of cargo only;

Correct airline name and legal address shall be shown on the AWB;

Two-letter code of the carrier (RU) shall be shown in Flight and Carrier information of the AWB; if shipment is to be carried by two or more carriers – carriers' codes per sectors are to be shown correctly;

Description of goods is to be specified, no general words are accepted (please refer to Guidelines on acceptable and unacceptable terms for the description of goods for exit and entry summary declarations, the EUROPEAN COMMISSION, Brussels, 21.09.2007, TAXUD/1402/2007 Final-EN). In case of Consolidation, Consolidation Cargo Manifest is to be attached to the MAWB;

Rate / Charge fields are to be filled out as per IATA rates or "As agreed";

In case of carriage of time and temperature control healthcare products (pharma), perishable cargo, live animals temperature regime shall be shown in the AWB, Handling Information;

AWB is issued only on (PP) Pre-paid conditions of payments. Charges collect (CC) are prohibited;

Secured Status as per regulations and rules of countries en route;

BUP shall be filled out in the Handling Information Box for BUP shipment;

SMU shall be filled out in the Handling Information Box for SMU shipments.

## **5.2 Shipment Record**

The carrier, with the expressed or implied consent of the shipper, if required by the applicable convention, may substitute for the delivery of an AWB a shipment record to preserve a record of the carriage to be performed. If such shipment record is used the carrier shall, if so requested by the shipper, deliver to the shipper in accordance with the carrier's regulations a receipt for the cargo permitting identification of the shipment and access, in accordance with the carrier's regulations, to the information contained in the shipment record.

## **5.3 Apparent Condition/Packing of the Cargo**

If the apparent order and condition of the cargo and/or packing is in any way defective the shipper shall, if an AWB is not yet issued yet, include on the AWB a statement of such apparent order and condition. If the AWB is already issued, the shipper shall advise in writing the carrier of that apparent order and condition of the cargo, to enable the carrier to insert an appropriate reference thereto into the AWB or the shipment record. However, if the shipper fails to include such statement in the AWB or to advise the carrier of the apparent order and condition of the cargo, or if such statement or advice is incorrect, the carrier may include in the air waybill or insert in the shipment record a statement of the apparent order and condition of the cargo, or note a correction thereto upon the cargo acceptance.

## **5.4 Preparation, Completion or Correction by the Carrier**

The carrier may at the expressed or implied request of the shipper, make out the AWB in which event, subject to proof to the contrary, the carrier shall be deemed to have done so on behalf of the shipper. If the AWB handed over with the cargo or 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 do not contain all the required particulars, or if the AWB or such particulars or statements contain any error, the carrier is authorized to complete or correct the AWB or particulars or statements to the best of the carrier's ability without being under any obligation to do so.

## **5.5 Responsibility and Liability for Particulars**

The shipper shall be responsible for the correctness and the completeness of the particulars and statements relating to the cargo inserted by him or on his behalf in the AWB or furnished by him or



on his behalf to the carrier for insertion in the shipment record. These particulars and statement include, but not limited to, the name and nature of the shipment, its number, weight and dimensions as well as any special conditions for its carriage. The carrier may request from the shipper any additional information on the shipments under the form of declarations, certificates in order to ensure that the particulars and statements are correct. Where the particulars and statements are 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.

The shipper shall indemnify and hold the carrier harmless against any and all damages, losses, claims, suits, penalties, expenses, fees and costs suffered by the carrier or by any other person to whom carrier is liable to, due to the incorrectness and/or incompleteness and/or inaccuracy of the particulars and statements furnished by the shipper or on his behalf.

## **5.6 Alterations**

The air waybills, the writing on which has been altered or erased, shall not be accepted by the carrier. The carrier's signature as well as the shipper's signature can be printed or replaced by a stamp. The carrier can make alterations to the AWB provided such alterations are certified by the carrier's stamp.

## **5.7 Electronic Air Waybill**

Subject to the carrier's regulations if applicable, the AWB may be made out and stored in electronic form. Cargo Receipt upon cargo acceptance and Proof of Delivery upon cargo delivery are to be issued in paper in addition to electronic form.

## **Article 6. Weight and Dimension**

**6.1 Cargo Weighing.** All Cargo must be properly weighted.

**6.2 Weight Units.** The weight of the cargo is measured by Gross Weight, of which the unit is "kg" (kilogram) and the minimum rounding off unit is 0,01 kilogram.

**6.3 Allowable Maximum Weights and Dimensions.** Allowed weight and dimension of the Cargo shall be determined by routing, aircraft types, and the storage and loading/unloading facilities of airport of departure, transfer and destination.

## **Article 7. Acceptance of Cargo for Carriage**

**7.1 Valuation Limits.** The carrier determines the limit of the value of a shipment or a number of shipments to be carried in one single aircraft. If any individual shipment exceeds such limit, it may not be carried in one aircraft but is apportioned to two or several aircraft at the carrier's due discretion. The carrier is entitled to deny the carriage of shipments in one aircraft if the declared total value would lead to a violation of this principle.

**7.2 Cargo Acceptable.** The carrier undertakes to transport any type of shipment, unless otherwise excluded by the carrier's regulations and provided that:

**7.2.1** The transportation, or the exportation or importation thereof is not prohibited by the laws or regulations of any country to be flown from, to or over as well as by sanctions and/or regulations enacted by the European Union, the United States, the United Nations.

**7.2.2** The necessary approvals by relevant authorities for the entry, exit or transit of the cargo are provided to the carrier before the cargo acceptance. All necessary notifications are made and receipt by the relevant authorities is confirmed, evidence of which is provided to the carrier before the cargo acceptance.

**7.2.3** The shipment is packed and marked as set out in 7.3 hereof.

**7.2.4** The shipment is accompanied by the requisite shipping documents as set out in 7.4 hereof.

**7.2.5** The shipment is not likely to endanger aircraft or any other means of transportation, persons or property or cause annoyance to operating crew and / or supernumeraries.

**7.2.6** The shipment is subject to booking confirmation and to the availability of suitable equipment and space.

**7.2.7** Cargo declared under a general description may contain hazardous articles that are not apparent. The shipper is fully responsible for the shipment's content and takes all responsibilities with undeclared dangerous goods.

**7.2.8** The restricted shipment is subject to additional special provisions and conditions as set forth in these General Conditions of Cargo Carriage.

**7.2.9** The shipment does not contain prohibited goods or parts of thereof as per and its carriage is in compliance with any laws and provisions (e.g. provisions re embargos and export control) of any country to be flown from, to or over.

**7.3 Packing and Marking of Cargo.** The shipper is responsible to ensure compliance with the following requirements:

**7.3.1** Packing of cargo must ensure safety of aircraft, crew, supernumeraries, other cargo, and handling personnel, and provide for proper lashing of cargo. The packing shall prevent personnel injury, damage or deterioration to property. The packing must ensure safety of its contents throughout cargo handling and carriage process from the origin to the destination with ordinary care in handling;

**7.3.2** The cargo must be packed in suitable material in order to ensure its safety under all weather conditions (including, but not limited to rain, wind, heat and cold) to which it may be exposed throughout all along the route;

**7.3.3** The packages shall have no damages, cuts, ruptures, openings, signs of leaks/spills, or protruding wires. The packages shall be dry, have no soaked spots, and correspond to the nature of cargo. The packages shall withstand the following load factors during cargo ground handling and flight: forward – 3g, aft-3g, side – 0,5 g, upward -3 g, downward – 6g.

**7.3.4** If and to the extent agreed with the carrier, heavy, outsize cargo, vehicles may be carried without package;

**7.3.5** Packing, marking and labeling of dangerous goods, live animals and perishable cargo, time and temperature sensitive healthcare products must be in accordance with IATA Dangerous Goods Regulations, IATA Live Animals Regulations, IATA Perishable Cargo Regulations and IATA Temperature Control Regulations. The Shipper shall be responsible to give carrier instructions of amount of ice needed (kg) and type (pellets, wrapped or unwrapped ice), if time and temperature sensitive healthcare products are packed into active aircraft container with dry ice.

**7.3.6** The aircraft engines on shipping stands must be supported with the shipper's declaration in a form as provided by the carrier for aircraft engines available at the carrier's offices;

**7.3.7** Package of any cargo item shall be in good condition to withstand normal transportation conditions and shall resist acceleration encounters during the air transportation. The anchor points shall be clearly marked as well as areas forbidden for anchoring;

**7.3.8** External packages of vulnerable cargo as defined in carrier's regulations shall not depict its content. Packages should be tamper proof and prevent opening or access to content without clearly visible signs of such interference. The external package shall be made of strong material;

**7.3.9** If the shipper intends to use tracing, recording or transmitting units during the carriage, he has to inform the carrier and to provide required information to obtain the carrier's approval to use such devices on board of the aircraft. Units, which were not approved by the carrier, shall not be used and if delivered to acceptance shall constitute the right of the carrier to reject shipment containing such devices;

**7.3.10** External packages containing valuable cargo as defined in the carrier's regulations shall not depict its contents. Packaging should be tamper-proof and prevent opening or access to contents without clearly visible signs of such interference. The minimum volume of one valuable package must not be less than 0.016 cubic meters (corresponds to volume of a cube with a 25 cm side). Packaging shall be made of strong material, such as, for example, wood, strong plastic, metal. Packages containing valuables must be sealed;

**7.3.11** When the shipper or its agent undertakes to load a unit load device (ULD) such as an aircraft pallet with aircraft pallet net, the shipper or its agent shall assure that the loaded cargo rests within the contour throughout its handling and carriage under normal handling conditions and under accelerations encountered during flight. The contour is one of the contours, which are enumerated and described in the carrier's "Operational Guidelines for BUP and SMU Shipments". These Guidelines may be found at:

[https://www.airbridgecargo.com/files/flipbook/BUP%20and%20SMU%20guidelines%20\(06.02.2020\).pdf](https://www.airbridgecargo.com/files/flipbook/BUP%20and%20SMU%20guidelines%20(06.02.2020).pdf)

These Guidelines have to be followed by the shipper or its agent for the concerned shipments. The Carrier reserves the right to reject acceptance of BUP air pallets built with violation of these Guidelines without any liability to the shipper and/or any other person interested in the cargo.

The loading accessories required to stabilize the contour such as ropes, straps, planks, racks, platforms, supports, etc. are to be provided by the shipper or its agent and at its expenses. Such accessories, when being used, should rest within the contour and have not to endanger aircraft, persons or property. The carrier is not liable to return those accessories to the shipper, or its agents or the consignee.

The ULD packing shall protect its content from all weather conditions to which it may be exposed, including but not limited to rain, wind, heat and cold. The ULD packing shall enable a clear visual detection of any tampering with the ULD or unauthorized access to their contents.

The shipper or its agent must comply the carriers' instructions set forth in this paragraph 7.3.11 and shall be liable for and indemnify carrier against all consequences of any non-compliance with such instructions.

**7.3.12** The cargo requiring special devices for safe handling will be accepted for carriage only when such special devices are provided and operated by and the expenses of the shipper or the consignee;

**7.3.13** When the shipper or its agent undertakes to purchase the capacities on the carrier's flight under a Cargo Transportation Agreement (CTA) or any other transportation agreement, than such shipper or agent shall assure in addition that the packages of cargo tendered for carriage under such agreement are stackable. The stackable packages are the packages which meet the following conditions:

a) The packages shall be capable to keep their shape without being crushed, deformed or collapsed when having been stacked up to the contour as ordered by shipper or its agent in reference to the respective agreement.

b) The cargo shall rest within this contour throughout cargo handling and carriage under normal handling conditions and under accelerations encountered during flight.

The shipper or its agent shall comply with the carrier's instructions set forth in this paragraph 7.3.13. and shall be liable for and indemnify the carrier against all consequences of any noncompliance with such instructions. The carrier reserves the right to refuse the carriage in whole or in part and/or to decrease the contour height if it deems that the packages are not stackable without any liability to the shipper and/or any other person interested in the cargo.

**7.3.14** Each package shall be legibly and durably marked with the name and full address of the shipper and consignee, number of packages in the shipment, the gross weight of this piece, the AWB number, the airport of departure and destination.

**7.4 The Requisite Shipping Documents.** The shipper shall provide the requisite shipping documents as required by any applicable laws for export, import, transfer or transit of the cargo and by international and national requirements.

**7.5 Special cargo.** The following special cargo requires confirmation for transport from the carrier in advance:

- Dangerous Goods specified in and subject to ICAO Technical Instruction for Dangerous Goods transportation / IATA Dangerous Goods Regulations;
- Live animals subject to IATA Live Animals Regulations;
- Dual Usage Goods;
- Perishable or Temperature sensitive cargo subject to IATA Perishable Cargo Regulations and to IATA Temperature Control Regulations;
- Cargo containing animal products;
- Human remains;
- Cargo which due to its weight, size or shape requires special equipment for handling;
- Valuable cargo and cargo having a declared value for carriage;
- Goods Subject to Special Regulations;
- Courier cargo.

**7.6 Prearrangement.** Prior to accepting the cargo listed in clause 7.5 above the shipper or its agent have to provide detailed information on the nature and characteristics of the goods, as well as another information upon request of the carrier. The carrier shall not be required to accept special cargo for nor shall be liable for carriage performed based on wrong, incorrect or incomplete information provided by the shipper, regardless of what is stated in the AWB.

**7.7 Right for Examination.** The 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 the carrier shall be under no obligation to do so.

**7.8 Cargo Refusal.** The carrier reserves the right to refuse the carriage under any of the following:

- a) When any of the foregoing conditions relating to cargo are not met; or
- b) When the shipper despite demand of payment refuses to settle the freight rate and charges or a requested part thereof; or
- c) When the restricted shipment is tendered for carriage; or
- d) When the cargo arrives at the place of departure in the carrier terminal building at the airport after latest acceptance time. The latest acceptance time is to be advised at the carrier's office at the place of departure.
- e) When the circumstances so require at the extent permissible by applicable law.
- f) When the carrier assumes that the shipment or the carriage of such shipment can inflict damage to the carrier and/or other shipments and/or any injury to a third party or negatively influence on the carrier's reputation.

**7.9 Responsibility for Non-Observance of Conditions relating to Cargo.** Notwithstanding that the carrier may at its sole discretion effect the carriage of cargo that is prohibited or is subject to restrictions, additional rules, regulations, requirements including the foregoing conditions, responsibility for non-observance of the conditions for cargo carriage rests upon the shipper or its agent who shall indemnify and hold the carrier harmless against any loss, damage, cost, delay, claim, liability or penalty the carrier may incur because of carriage of any such cargo.

## Article 8. Rates and Charges

**8.1 Rates and Charges** for carriage governed by these General Conditions of Cargo Carriage are duly published and/or distributed by the carrier and in effect on the date of the contract of carriage has been concluded, unless otherwise agreed in writing between the shipper/shipper's agent and the carrier.

**8.2 Freight charges and Surcharges** are subject to interline arrangements, local terms and conditions/rules and regulations which are duly published and/or distributed by other means by the carrier.

**8.3 Services not included in published rates and charges.** Unless otherwise agreed or provided by the carrier rates and charges are applied only from airport to airport and do not include additional services in connection with carriage such as: pick-up, delivery, terminal services to and from airports of the carrier's network, storage fees, insurance fees, customs' clearance fees incurred by the carrier. Duties, taxes, fines of the relevant authorities, costs incurred by the carrier for repacking, repairing of packaging, reloading or freight charges of return of shipment with other means of transportation, also freight charges for return of shipment to the place of departure, surcharges any other services and charges of the same nature.

**8.4 Insurance.** The carrier does not offer all risk insurance on cargo shipments. The carrier recommends that the shipper obtains such insurance on its own.

## Article 9. Shipments in Course of Carriage

**9.1 Compliance with Applicable Requirements.** The shipper shall comply with all applicable laws, government regulations and provisions of any country to, from, through or over which the cargo may be carried, including those relating to the packing, carriage or delivery, ban of trade (such as sanctions, embargoes) and shall, together with the shipment, furnish such information and deliver such documents as may be necessary to comply with such laws and regulations. The carrier shall not be obliged to inquire into the correctness or sufficiency of such information or documents. The carrier shall not be liable to the shipper or any other person for any damage, loss or expense due to the shipper's failure to comply with this provision. The shipper shall be liable to the carrier for any damage suffered by the carrier due to the failure of the shipper to comply with this provision. The carrier shall not be liable for refusing to carry any shipment if the carrier reasonably determines in good faith that such refusal is required by any applicable law, government regulation, demand, order or requirement.

**9.2 Disbursements and Customs Formalities.** The carrier is authorized (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 and the consignee by taking delivery or exercising any other right arising out of the contract of carriage, shall be jointly and severally liable for the reimbursement thereof. The carrier shall be under no obligation to incur any expense or make any advance in connection with the forwarding or re-forwarding of the cargo except against prepayment by the shipper. If it is necessary to make customs entry of the cargo at any stopping place, and no customs clearance agent has been named 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. For any such purpose a copy of the air waybill or of the shipment record, certified by the carrier, shall be deemed the original.

**9.3 Schedules, Routings, Aircraft, Interline, Code Sharing, Other Means.** The carrier undertakes to carry the cargo with reasonable dispatch 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. Times shown in the 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 even if such times or dates are stated in the AWB or shipment record unless expressly and additionally agreed. The carrier is hereby authorized to select or deviate from the route or routes of the shipment, even if the route or routes are stated in the AWB or in the shipment record. The carrier is not responsible for errors or omissions either in timetables or other representations of schedules, except those provided on the site of the carrier. No employee, agent or representative of carrier is authorized to bind the carrier by any statements or representations of the dates or times of departure or arrival, or of operation of any flight. The carrier may without notice deploy another carrier or substitute aircraft. In this respect, the carrier may also perform code-sharing or use its interline-partner airline for the carriage of cargo. The carrier is authorized to carry the shipment without notice wholly or partly by any other means of transportation or to arrange such carriage. All code-share and interline carriages shall be subject to respective agreements and the present General Conditions of Cargo Carriage.

**9.4 Postponement, Cancellation, Termination and Delay.** If the carrier considers that it would be advisable to do so because of any fact beyond its control or not reasonably to be foreseen, anticipated, or predicted at the same time the cargo was accepted; or if the carrier reasonably considers that any other circumstances so require, taking into account the interests of the shipper, the carrier reserves the right without notice to cancel, terminate, divert, postpone, delay, or advance any flight, or the further carriage of any cargo, or to proceed with any flight without all or any part of the cargo. 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 or the disposition of the shipment to the shipper or to the consignee, at the address stated in the AWB 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.

If the carrier is responsible for the cancellation, rescheduling or termination of carriage at any location other than one stated in the AWB due to other reasons than the stated above in this paragraph 9.4., the consignment shall be delivered at the choice and at the expense of the carrier.

**9.5 Cargo Priority.** Unless otherwise agreed and subject to applicable laws, regulations and orders, the carrier is authorized to determine the priority of carriage as between shipments, and as between cargo and mail. The carrier may likewise decide to split a shipment and deliver by parts or offload a shipment from the flight. If as a result of determining such priority, cargo is not carried or carriage thereof is postponed or delayed or split, the carrier shall not be liable to the shipper or the consignee or to any other party for any consequences, therefore.

**9.6 Certain Rights of the Carrier over the Shipment in Course of Carriage.** If in the opinion of carrier it is necessary to hold the shipment at any place for any reasonable purpose, either before, during or after carriage, the carrier may, upon giving notice thereof to the shipper, store the shipment for the account and at the risk and expense of the shipper, in any warehouse or other available place, or with the customs authorities; or the carrier may deliver the shipment for another

transportation service for onward carriage to the consignee. The shipper shall indemnify the carrier against any expense and/or risk and/or liability so incurred.

**9.7. Dangerous Goods.** If in the sole opinion of the carrier the cargo becomes or threatens to become dangerous, inflammable, explosive, volatile, offensive or damaging by nature, the same may at any time be retained, destroyed, disposed of or abandoned or rendered harmless by the carrier without any compensation to the shipper and without any prejudice to the carrier's right to any charges hereunder and at the sole cost of the shipper.

**9.8 Temperature sensitive cargo** – including but not limited to time and temperature sensitive healthcare products – must be packed, marked and labelled in accordance with the special characteristics of the cargo and in a way that guarantees adequate protection against ambient conditions in course of carriage, which can potentially damage the cargo.

## Article 10. Authority and Indemnity of the Shipper

**10.1 Authority to Tender Cargo for Acceptance.** It is agreed that any person who tenders cargo to the carrier for carriage for or on behalf of the shipper is authorized to do so subject to these General Conditions of Cargo Carriage.

**10.2 Shipper's Authority.** The shipper warrants that in agreeing to these General Conditions of Cargo Carriage it has the authority of the person or persons owning or having an interest in the cargo or any part thereof.

**10.3 Shipper's Indemnity.** Without prejudice to the generality of the foregoing, the shipper undertakes to indemnify and hold the carrier harmless 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 the carrier or otherwise) in connection with cargo to any person (other than the 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 11. The Shipper's Right of Disposition

**11.1 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 the carrier's regulations. Instructions as to disposition shall be given by the shipper in writing. In the event that the exercise of the right of disposition results in a change of the consignee, such new consignee shall be deemed to be the consignee appearing on the air waybill or in the shipment record. A decision in regard to a way of cargo disposition can be taken by a governmental body of the country of the cargo location.

**11.2 Shipper's Option.** Subject to his liability to carry out all his obligations under the contract of carriage and provided that the right of disposition is not exercised in such way as to prejudice the carrier or other shippers, the shipper may at his own expense dispose of the cargo either:

**11.2.1** By withdrawing it at the airport of departure or of destination; or

**11.2.2** By stopping it in the course of the journey on any landing; or

**11.2.3** By calling for it to be delivered at the place of destination or in the course of the journey to a person other than the consignee named in the AWB or shipment record; or

**11.2.4** By requiring it to be returned to the airport of departure;

**11.2.5** Provided that if, in the opinion of the carrier, it is not reasonably practicable to carry out the order of the shipper, the carrier shall so inform him promptly and carrier shall thenceforth be under no obligation to carry out any such order.

**11.3 Payment of Expenses.** The shipper shall be liable for and shall indemnify the carrier for any loss or damage suffered or incurred by the carrier as a result of the exercise of his right of disposition. The shipper shall reimburse the carrier for any expenses caused by the exercise of his right of disposition.

**11.4 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 AWB, or otherwise shows his acceptance of the cargo. Nevertheless, if the consignee declines to accept the AWB or the cargo, or if he cannot be communicated with, such right of disposition shall continue to vest in the shipper.

## Article 12. Delivery

**12.1 Notice of arrival.** Notice of arrival of the shipment will, in the absence of other instructions, be sent to the consignee and any other person whom the carrier has agreed to notify as evidenced in the AWB or shipment record. Such notice is to be done by one of the following means: by FSU/ARR message, by telegram/fax/e-mail or by telephone. The carrier is not liable for non-receipt or delay in receipt of such notice.

**12.2 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. Delivery to the consignee shall be deemed to have been effected:

**12.2.1** When the shipment has been delivered to customs or other government authorities as required by applicable law or customs regulation; and

**12.2.2** When the carrier has delivered to the consignee any authorization from the carrier required to enable the consignee to obtain release of the shipment; or

**12.2.3** When the carrier or his designated handling agent provides the notice of arrival to the consignee or notifying party.

**12.3. Written Receipt.** The carrier delivers the shipment only against written receipt of the consignee and upon compliance with all other requirements stated in the AWB and these General Conditions of Cargo Carriage.

**12.4 Place of Delivery.** The consignee must accept delivery of and collect the shipment at the airport of destination or the respective facility as designated by the carrier unless delivery service to the address of the consignee has been arranged for between the shipper or the consignee and the carrier.

**12.5. Failure of the Consignee to take Delivery.** Subject to the provisions of clause 12.2 hereof, if the consignee refuses or fails to take delivery of the shipment after its arrival at the airport of destination, the carrier will endeavor to comply with any instructions of the shipper set forth on the face of the AWB, or in the shipment record. If such instructions are not so set forth or cannot reasonably be complied with, the carrier shall notify the shipper of the consignee's failure to take delivery and request his instructions. If such instructions are not received from the shipper within twenty (20) days, the carrier may act towards the cargo in accordance with the applicable law. The shipper is liable for all charges, fees, costs, penalties 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, if so required by the shipper's instructions. If the shipment is



returned to the airport of departure and the shipper refuses or neglects to make such payments within fifteen (15) days after such return, the carrier may dispose of the shipment or any part thereof at public or private sale after giving the shipper ten (10) days prior notice of its intention to do so.

**12.6 Disposal of Perishables.** When a perishable cargo is delayed in the possession of carrier, is unclaimed or refused at place of delivery, or for other reasons is threatened with deterioration, the 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.

**12.7. The event of the sale.** 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, the carrier is authorized to pay to itself and to other transportation providers (if any) out of the proceeds of such sale all charges, fees, penalties, advances, costs and expenses of the carrier and other transportation providers 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.

**12.8 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. The carrier is entitled to make delivery of the shipment or the air waybill conditional upon payment of these costs and charges.

### Article 13. Pick-up and Delivery Service

**13.1 Availability of Service.** Pick-up and delivery service are made available at the relevant locations, subject to the rates and charges applicable to such services in accordance with the carrier's rates and tariffs.

**13.2. Request for Service.** Pick-up and delivery service – if any – shall be provided upon request of the shipper and consignee.

**13.3 Shipment for which Service is Unavailable.** Pick-up service and delivery service are not provided if in the opinion of the carrier such service is impracticable or if the shipper's or consignee's address is not directly accessible to vehicles. The shipments are only delivered to loading ramps or carriage entrance directly accessible to vehicles.

**13.4. Attempt at Delivery.** The shipments which without fault of the carrier cannot be delivered to the consignee upon initial attempt at delivery will be returned to the carrier's place of dispatch. The consignee shall be informed thereof. Any further attempts will be made only upon request of the consignee, and an additional charge based on the published tariffs will be invoiced for each further attempt at delivery.

### Article 14. Successive carriers

Any carriage to be performed by several successive carriers under one air waybill shall be regarded as one single carriage.

Interline carriage is performed as per separate interline agreement entered into between carriers.

## Article 15. Cargo Attendants

The carrier, in consideration of the nature of the shipment involved or so far as to ensure safety to persons, aircraft, other cargo or property, may request the shipper to arrange cargo attendants for the purpose of accompanying such shipment. The transportation of cargo attendants is subject to the carrier's respective regulations.

## Article 16. Liability

**16.1 General.** The carrier shall be liable to the shipper, consignee or any other person having an interest in the cargo subject to the regulations and limitations established by the convention applicable to the respective carriage or by the international or national laws applicable to the respective carriage.

The carrier shall be liable for damage caused due to destruction of, loss of or damage to cargo or delay in the carriage of cargo only if such damage was caused during the carriage as defined in Article 1 hereof. The carrier shall not be liable for destruction of, loss of or damage to cargo which was caused by one or several of the following circumstances:

- a) The special nature of cargo or any inherent defect of that cargo;
- b) Defective packaging of the cargo;
- c) An act of war (including terrorist acts) or an armed conflict;
- d) An act of public authority carried out in connection with the entry, exit or transit of the cargo;
- e) Force majeure as set forth in Article 25 hereto, in particular acts of God;
- f) As set forth in the clause 17.5.

**16.2 Liability for Damage Caused due to the Event of Delay.** The carrier is liable for such damage caused by delay where the time for performance of carriage has been expressly and additionally agreed by the carrier and the shipper (e.g. in a separate agreement), and the carrier's servants or agents did not take all reasonable measures to prevent the damage unless they were able to take such measures. Each case is to be checked individually based on the evidence of damage incurred by the shipper/its agent due to delay. The Clause 9.3. hereto remains unaffected.

**16.3 Contributory negligence.** If the damage to cargo 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 from, the 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.

**16.4 Agents and Servants.** Whenever the liability of the carrier is excluded or limited under these General Conditions of Cargo Carriage, such exclusion or limitation shall apply to agents, servants, representatives of the carrier and also to any carrier whose aircraft or other means of transportation is used for carriage.

**16.5 Shipper's Damage to other Cargo, Property, Persons.** The shipper and, to the extent permitted by applicable law, the owner and the consignee whose property or shipment causes damage to or destruction of another shipment or of the property of the carrier, the carrier's servants and agents, shall indemnify the carrier for all losses, claims, penalties, damages and expenses incurred by the carrier as a result thereof. The cargo which, because of inherent defect, quality or vice or because of defective packing, is likely to endanger aircraft, persons or property may be abandoned or destroyed by the carrier at any time without notice and without liability therefore for the carrier.

## **16.6 Exclusion of Liability for the Carrier:**

**16.6.1** The carrier shall not be liable for damage caused directly or indirectly by any compliance with laws, governmental regulations, requirements or orders or by any other event beyond the carrier's control. The carrier shall not be liable when refusing carriage of a shipment after having decided with due discretion and in good faith that the laws and regulations which it deems applicable do not permit the carriage of shipment.

**16.6.2** Except as may be otherwise provided in any applicable convention, the carrier shall not be liable to the shipper, consignee or any other person having an interest in the cargo in tort or contract or bailment or otherwise for any consequences of any delay in the collection of the cargo or loss of or damage to or deterioration of the cargo or misdelivery or failure to deliver or delay in delivery of the cargo for any reason whatsoever including, without limiting the foregoing, the negligence, recklessness, gross negligence or willful conduct 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 the 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.

**16.6.3** The carrier shall not be liable for any loss, damage or expense arising from death due to natural causes or death or injury of any animal caused by 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 of the animal, or by the inability of the animal to withstand unavoidable changes in its physical environment inherent in the carriage by air.

**16.6.4** The carrier shall not be liable for loss, damage, destruction resulting from the inherent defect, quality or vice of the cargo carried.

**16.6.5** The carrier in no event shall be liable for the death or injury of cargo attendant if caused or contributed by the condition of animal.

**16.6.6** The shipments exposed to deterioration or decay due to change of climate, temperature, height, duration of the transportation or for any other similar circumstances are taken on by the carrier to the exclusion of any liability for loss or damage caused by deterioration or decay.

**16.6.7** The carrier shall not be liable in any event for any (i) loss of business opportunities and contracts, revenue, profits, anticipated savings, goodwill or reputation (whether arising directly or not) and (ii) special, indirect or consequential loss or damage arising from the carriage subject to these general conditions, whether or not the carrier had knowledge that such loss or damage might be incurred.

## **Article 17. Limitation of Liability**

**17.1 Liability Amounts.** The liability of the carrier shall not exceed 22 Special Drawing Rights per kilogram of cargo destroyed, lost, or damaged. If, with the agreement of the carrier, the shipper has made a special declaration of value for carriage and has paid the supplementary sum applicable, 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.

**17.2 Weight Calculation.** 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 the carrier's liability is limited shall be only the weight of the items (smallest unit of account being an object, package, box, or carton) affected when unpacked irrespective of the number of packages identified on air waybill or shipment record (within the scope of application of the

Warsaw Convention of 1929 only the total weight of the contents concerned), without any consideration of the value of the partial shipment or its contents.

**17.3 Integrative Claim.** All claims relating to a shipment may be asserted only as an integrative claim; all damage in connection with the shipment is compensated for upon settlement of such integrative claim.

**17.4 Limitation.** The carrier's liability is limited to the amount stipulated in this article notwithstanding the existence of gross negligence or willful misconduct on the part of the carrier.

## Article 18. Limitations on Claims and Actions

**18.1 Good Receipt.** 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.

**18.2 Notification of Complaint.** No action shall be maintained in the case of loss or damage to goods unless a complaint is made to the carrier in writing by the person entitled to delivery. Such complaint shall be made:

**18.2.1** In the case of visible damage to 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;

**18.2.2** In the case of other damage to the goods, within fourteen (14) days from the date of receipt of the goods;

**18.2.3** In the case of delay within twenty-one (21) days from the date on which the goods have been placed at the disposal of the person entitled to delivery;

**18.2.4** In the case of non-delivery of the goods, within one hundred and twenty (120) days of the date of issue the air waybill or the date of the shipment record whichever is applicable.

**18.3 Time Limitation:** Any right to damages against the carrier shall be extinguished unless an action is brought within two (2) years after the occurrence of the events giving rise to the claim.

**18.4** In order to increase effectiveness of claims handling, claims are to be submitted as per the IATA and national requirements, supported with proving documents according to the IATA List and accompanied by English translation. All documents are to be coherent and readable.

## Article 19. Actual Carrier

**19.1 Liability of the Actual Carrier.** If an actual carrier performs the whole or part of the carriage under these General Conditions of Cargo Carriage, both the contractual carrier and the actual carrier shall be subject to these General Conditions of Cargo Carriage unless otherwise provided for herein, the former for the whole of the carriage as stated in the contract, the latter solely for the part of the carriage which it performed.

**19.2 Mutual Attribution.** The acts and omissions of the actual carrier, as well as of its agents and vicarious agents acting within the scope of their employment shall, in relation to the carriage performed by the actual carrier, be deemed to be also those of the contractual carrier.

## Article 20. Unit Load Device and Other Loading Accessories

The shipper or its agent is responsible for the ULD and other loading equipment as defined in the "General Terms for the Use of Unit Load Devices and Other Loading Equipment Loaned or Received by the Carrier's Customer". These General Terms may be found at [Annex A](#).

In case a Cargo should be delivered to consignee with ULD, the shipper or its agent shall notify the consignee of these General Terms and the carrier has the right to bill the consignee in accordance with Annexes 1 and 2.

## Article 21. BUP and SMU

**21.1** The shipper or its agent warrants that it will provide the carrier with such contemporaneous information that it reasonably requires at the time of booking and acceptance of the number of pieces and weight of packages that have been pre-packed as BUP or SMU. The shipper accepts that the carrier will not get the opportunity to examine the contents of BUP or SMU and hereby indemnifies the carrier for any liability whatsoever and costs, fees, expenses and claims made by third parties as a result of or arising out of the shipper's failure to comply with this warranty.

**21.2** The carrier shall not be liable for any damage or loss of cargo forming a part of BUP or SMU. The shipper or its agent shall indemnify the carrier in relation to damage or loss of such cargo. For the avoidance of doubt, such BUP and SMU shall be considered as a single unit whatever is noted in the AWB.

## Article 22. Overriding Law

To the extent that any provision contained or referred to herein is contrary to anything contained in the applicable convention, and in applicable laws, government regulations, orders or requirements, that cannot be waived by agreement of the parties, such provision shall not apply. The invalidity of any provision shall not affect the validity of any other provision contained herein. Disputes arising from or in connection with these General Conditions of Cargo Carriage are subject to the laws of the Russian Federation. In the event of applicability of the Convention, an action for damage may only be brought within the sovereignty of one of the State Parties, at the choice of the claimant either at the court of the location where the headquarters of the carrier is situated or at the location of its branch office which concluded the contract, or at the court of the place of destination.

## Article 23. Modifications and Waiver

No agent, servant or representative of the carrier has authority to alter, modify or waive any provision of the contract of carriage or of these General Conditions of Cargo Carriage.

## Article 24. Force majeure

**24.1.** Any occurrence beyond the control of the carrier and/or the shipper/its agent, which by its nature could not have been foreseen by the carrier and/or the shipper/its agent, or, if it could have been foreseen, was unavoidable, including without limitation, strikes, labor stoppage, aircraft failure, seizure, lockout, war, national emergency, epidemic outbreak, acts of God and actions of any government, if affecting performance of and compliance with the General Conditions of Cargo Carriage, shall be considered as a force majeure event.

**24.2.** In case of a force majeure event the carrier or the shipper/its agent agrees to notify the shipper/its agent or the carrier respectively about its occurrence.

**24.3.** The carrier or the shipper/its agent shall not be subject to any liability for failure to fulfill any obligation under the General Conditions of Cargo Carriage, so long as and to the extent to which the fulfillment of such obligation is prevented or delayed as a consequence of circumstances of force majeure; provided that the carrier or the shipper/its agent took all reasonable actions to minimize to the extent possible the effect of the force majeure on its obligations under the General Conditions of Cargo Carriage.



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

**AirBridgeCargo Airlines LLC**

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## **1 Definitions.**

**Customer.** In regards to this Annex A, Carrier's customer is any entity which loans or receives from the Carrier ULD and other loading equipment/accessories.

**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.



### **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	-

\*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

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