

## AGREEMENT FOR ELECTRONIC DATA INTERCHANGE (EDI)

It is agreed that the goods shipped pursuant to this Agreement are accepted in apparent good order and condition (except as noted) for carriage SUBJECT TO THE CONDITIONS OF CONTRACT. ALL GOODS MAY BE CARRIED BY ANY OTHER MEANS INCLUDING ROAD OR ANY OTHER CARRIER UNLESS SPECIFIC CONTRARY INSTRUCTIONS ARE GIVEN BY THE SHIPPER, AND SHIPPER AGREES THAT THE SHIPMENT MAY BE CARRIED VIA INTERMEDIATE STOPPING PLACES WHICH THE CARRIER DEEMS APPROPRIATE. THE SHIPPER'S ATTENTION IS DRAWN TO THE NOTICE CONCERNING CARRIER'S LIMITATION OF LIABILITY in the Conditions of Contract. Shipper may increase such limitation of liability by declaring a higher value for carriage and paying a supplemental charge if required.

**INSURANCE** – If carrier offers insurance, and such insurance is requested in accordance with the conditions thereof, indicate amount to be insured in figures in field "Amount of Insurance".

### AGREEMENT FOR ELECTRONIC DATA INTERCHANGE (EDI)

Between

(Party A)

of (address)

represented by (name)

(hereinafter referred to as "Freight Forwarder<sup>1</sup>")

And

(Party B)

South African Airways PTY(LTD)

of

SAA Cargo Centre, ORT Intl Airport, South Africa

represented by South African Airways Cargo

(hereinafter referred to as "Carrier")

### Recitals

**WHEREAS** the Parties hereto have, or expect to have, commercial dealings with each other;

**WHEREAS** the Parties desire to improve the efficiency of any future commercial transactions by replacing the flow of paper air waybills between them with electronic data interchange;

**WHEREAS** the Parties understand the technical and legal consequences of using electronic data interchange to conduct commercial transactions; and

**WHEREAS** the Parties' intention and desire is to facilitate and conduct paperless electronic cargo transactions,

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<sup>1</sup> "Freight Forwarder" is simply a placeholder for the contracting party, such as "Shipper"; "Intermediary", "Cargo Agent" or the entity name.

**NOW, THEREFORE**, the Parties agree as follows:

## **Article 1 — Preamble**

**1.1** The foregoing recitals and any footnotes, are incorporated into and shall form an integral part of the Agreement.

**1.2** This Agreement is suitable for use on any traffic routes where the preservation of the Shipment Record through electronic means in lieu of a paper air waybill is permitted under international convention and local law. For trade routes that are not governed by any international convention, the Parties should ensure that the use of electronic means in lieu of a paper air waybill is permissible under the local laws governing such traffic route. The Parties recognize that a paper air waybill may be required by Carrier to regulate liability exposure on traffic routes where such waybill is necessary and electronic means are not recognized under the applicable international convention and local law.

## **Article 2 — Definitions**

For the purpose of the Agreement, the terms listed below are defined as follows:

**2.1** “Agreement” shall mean this Agreement, together with Annex ‘A’, Annex ‘B’, Annex ‘C’, and Annex ‘D’. In addition, the provisions of Resolution 670 and Recommended Practice 1672 of the IATA Cargo Services Conference Resolutions Manual are incorporated into the Agreement by reference, as if recited at length herein.

**2.2** “EDI” or “Electronic Data Interchange” shall mean the electronic transfer, from computer to computer, of commercial, administrative and transport data using an agreed standard to structure an EDI Message, as set out in the Annex ‘A’.

**2.3** “EDI Message” shall mean a message consisting of a set of segments, structured using an agreed standard, prepared in a computer readable format, transmitted via EDI, and capable of being automatically and unambiguously processed.

**2.4** “IATA Message Standard” shall mean the message standard specified, published and updated by the International Air Transport Association (IATA) from time to time.

**2.5** “Cargo Contract” shall mean a contract between the Parties, entered into by EDI under this Agreement, for the transportation of, and settlement with respect to a specific cargo shipment.

**2.6** “Parties” shall mean the parties identified on *Page 1*. Party shall mean either of them.

**2.7** “IATA” shall mean the International Air Transport Association.

**2.8** “Cargo Receipt” or “Receipt for the Cargo” shall mean a document (in paper or electronic form) which is provided to the Shipper, by the Carrier in paper form unless otherwise agreed between the Parties, creating a Shipment Record as a substitute for the issuance of an air waybill and which permits identification of the shipment that has been accepted and deemed “ready for carriage”.

The technical aspects of the Cargo Receipt shall be as described in Annex 'A' and in the form set forth in Annex 'C'.<sup>2</sup>

**2.9** "Shipment Record" shall mean any record of the Cargo Contract preserved by Carrier. The technical aspects of the Shipment Record shall be as specified in Annex 'A'.

**2.10** "Warehouse Receipt" shall mean a document (in paper or electronic form) provided to the Freight Forwarder by the Carrier acknowledging the receipt of the cargo shipment as "freight on hand" for carriage. At a minimum, it shall specify (a) the Shipper; (b) the weight and number of pieces of the cargo shipment; (c) the date, time and place received by the Carrier; (d) reference the shipment identification number covering the specific cargo shipment. To the extent it is readily available, an indication of the places of departure, destination and, if applicable, agreed stopping places, should also be specified.

**2.11** "Shipper's Delivery Note" shall mean a document (in paper or electronic form) provided to the Carrier by the Freight Forwarder acknowledging the delivery of the cargo shipment as "freight on hand" for carriage by air. At a minimum, it shall specify (a) the Shipper; (b) the weight and number of pieces of the cargo shipment; (c) the date, time and place received by the Carrier; (d) reference the shipment identification number covering the specific cargo shipment. To the extent it is readily available, an indication of the places of departure, destination and, if applicable, agreed stopping places, should also be specified.

It is understood that there will be a transition period where some Parties may depend on paper for handover purposes<sup>3</sup>. Parties may use the paper form of their choosing for the Warehouse Receipt (or Shipper's Delivery Note if used as a Warehouse Receipt).

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<sup>2</sup> In the event that the Carrier is unable to provide the Freight Forwarder with the Cargo Receipt in paper form upon Freight Forwarder's delivery of the cargo to the Carrier due to technical, procedural or other reasons, the Carrier must provide the Freight Forwarder with a Warehouse Receipt (in lieu of a Warehouse Receipt, the Carrier may verify the information on and countersign the Shipper's Delivery Note. Once verified and countersigned by the Carrier such delivery note shall serve as a Warehouse Receipt). Transportation of such cargo shipment by the Carrier continues to be subject to Carrier's subsequent confirmation that the cargo shipment is "ready for carriage". For purposes of the International Conventions (MC99 or MP4, as defined in Annex 'A'), such Warehouse Receipt shall be deemed an interim "cargo receipt" (also known as "receipt for the cargo" under MP4) until the Carrier has determined that the cargo is "ready for carriage" and can produce the actual Cargo Receipt as per Annex 'A' hereof. Accordingly, the Cargo Receipt shall serve as prima facie evidence of the conclusion of the contract, of the acceptance of the cargo and of the conditions of carriage mentioned therein, except that the Warehouse Receipt shall nonetheless continue to serve as prima facie evidence as to the weight and number of pieces delivered to Carrier at the date, time, and place specified on the Warehouse Receipt. The Parties shall archive the Warehouse Receipt pursuant to the archiving requirements set forth in Article 8 Recording and Storage of EDI Messages.

<sup>3</sup> The Party providing the Warehouse Receipt shall determine its form so long as it complies with the requirements of Sections 2.10 or 2.11. In the event that a Party uses the form of an air waybill as a Warehouse Receipt, any mention or reference to conditions of contract therein shall be disregarded and considered null and void. When using the form of an air waybill the form should include a clear indication on its face that it is a "Warehouse Receipt" only and not an air waybill to avoid confusion.

However it is envisioned that Parties shall endeavor to establish electronic means for the Cargo Receipt and for the Warehouse Receipt.

2.12 “Shipper” (which is equivalent to the term “Consignor”) shall mean the person whose name appears on the Air Waybill or Shipment Record, as the party contracting with Carrier for the Carriage of Cargo.

### **Article 3 — Object and Scope**

**3.1** It is the expectation of the Freight Forwarder and the Carrier that they shall be doing business together in the future. The objective of the Agreement is to permit the Parties to conclude legally binding Cargo Contracts by electronic means. However, nothing in the Agreement shall create any obligation for either Party to transact with the other, nor any obligation of exclusivity to deal only with the other, nor shall Carrier be obligated to contract pursuant to this Agreement for contracts to be concluded in respect of “Warsaw Carriage” as defined in Annex D to this Agreement.

**3.2** In the absence of an express written agreement to the contrary, the provisions of the Agreement shall only apply to future Cargo Contracts, and not to any other commercial relations between the Parties. All shipments covered as a Cargo Contract under this Agreement shall be clearly identified as an EDI Message shipment by the Freight Forwarder through the corresponding EDI message. **Cargo Contracts concluded in respect of “Warsaw Carriage,” as defined in Annex D to this Agreement, shall be concluded in accordance with the terms set out in that Annex.**

**3.3** The Conditions of Contract detailed in Annex ‘B’ shall apply to all Cargo Contracts under this Agreement, except (i) as otherwise agreed in writing; or (ii) for Cargo Contracts concluded under Annex D.

### **Article 4 — Validity and Formation of Contract**

**4.1** The Parties acknowledge and agree that EDI is a proper means for concluding Cargo Contracts and agree not to contest the validity or terms of Cargo Contracts on the basis that they were concluded by EDI, that the original records are in electronic form, or that no signature(s) evidence such Cargo Contracts.

**4.1.1** Without prejudice to the provisions of clause 3.2, this clause 4.1 and the overriding objective of the Agreement a Cargo Receipt will be made available.

**4.2** Each Party shall ensure that the content of an EDI Message sent or received complies with the law of the country where the shipment is tendered to the Carrier, and shall take reasonable measures to inform the other Party of any inconsistency without delay.

**4.3** A Cargo Contract shall be concluded once the Carrier has accepted the cargo and can provide a Cargo Receipt (or a Warehouse Receipt in the event that a Cargo Receipt cannot be provided at the time of delivery of the cargo shipment as per Footnote 1). Transportation of the cargo shipment, however, shall continue to be subject to (i) the Carrier confirming to the Freight Forwarder that the shipment is “ready for carriage” and (ii) Freight Forwarder complying with all other applicable rules and regulations.

In the event that the EDI Message from the Carrier confirming that the shipment is “ready for carriage” deviates in weight, volume and/or total number of pieces from the EDI Message sent by the Freight Forwarder initiating the Shipment Record, the cargo shipment shall be treated according to the exception management procedures agreed between the Parties. The particulars shall be incorporated into section 3 of the Annex ‘A’.

**4.4** In the event that Freight Forwarder wishes to enter into a Cargo Contract on behalf of a third party (the “Third Party”), the Freight Forwarder warrants and represents that, prior to entering into such Cargo Contracts, it has obtained the authorization from the Third Party to act as its agent for purposes of concluding Cargo Contracts, including but not limited to identifying the Third Party as the “Shipper” on the EDI Message initiating the Cargo Contract. Freight Forwarder shall ensure that such EDI Messages are properly identified such that Carrier can recognize that the Freight Forwarder is sending and receiving EDI Messages on behalf of the Third Party for purposes of concluding a Cargo Contract between the Third Party and Carrier.

**4.5 THE TRANSMITTAL OF EDI MESSAGES BY FREIGHT FORWARDER AS SET FORTH IN SECTION 4.4 FOR PURPOSES OF CONCLUDING A CARGO CONTRACT BETWEEN A THIRD PARTY AND THE CARRIER FOR CARRIAGE BY AIR (“THIRD PARTY SHIPMENTS”) SHALL AUTHORIZE CARRIER, TO THE EXTENT REQUIRED BY INTERNATIONAL CONVENTION, TO ISSUE A CARGO RECEIPT IN THE NAME OF THE THIRD PARTY, A COPY OF WHICH SHALL BE DELIVERED TO THE FREIGHT FORWARDER AS THIRD PARTY’S AGENT. BY TRANSMITTING SUCH EDI MESSAGES FREIGHT FORWARDER CERTIFIES THAT FREIGHT FORWARDER HAS OBTAINED AUTHORIZATION FROM THE THIRD PARTY TO PERMIT SUCH ISSUANCE.**

4.6 The Freight Forwarder shall indemnify the Carrier against all damage suffered by it, or by any other person to whom Carrier is liable, by reason of the Freight Forwarder's breach of the warranties and representations set out in above Article 4.4 and for any irregularity, incorrectness or incompleteness of the particulars and statements set forth in the EDI Messages furnished by the Freight Forwarder or on the Third Party's behalf. The representations and warranties set forth in Section 4.4 and this indemnity obligation shall survive termination of this Agreement.

## **Article 5 — Admissibility in Evidence of EDI Messages**

The Parties agree that in the event of any dispute, the records of EDI Messages, maintained in accordance with the Agreement, shall be admissible as evidence before the Courts, any arbitrator(s), other tribunals, or any other means of dispute resolution. However such evidence may be challenged by any other means of evidence (e.g., any documents, witnesses, etc.).

## **Article 6 — Processing and Acknowledgement of Receipt of EDI Messages**

**6.1** EDI Messages shall be processed as soon as possible after receipt, but in any event, within the time limits specified in Annex ‘A’.

**6.2** An acknowledgment of receipt of any EDI Message is not required unless stipulated in Annex 'A' or to be a condition of any particular Cargo Contract.

An acknowledgment of receipt may be requested, by specific provision in Annex 'A' or by express request of the sender of an EDI Message.

**6.3** Where an acknowledgment is required, a time limit shall be specified for receipt of the acknowledgment. The receiver of an EDI Message, which specifies a requirement for an acknowledgment, shall not act upon it until such acknowledgment is sent.

**6.4** If the sender does not receive the acknowledgment within the time limit specified in Annex 'A', he may, upon notification to the recipient of the EDI Message, treat the Shipment Record initiation as rejected from the expiration of that time limit and the shipment shall be handled as agreed between the Parties (in the absence of agreed procedures the Carrier policy will be applicable).

## **Article 7 - Confidentiality and Protection of Data**

**7.1** The Parties shall ensure that EDI Messages shall be maintained in confidence and not disclosed or transmitted to other persons except: (i) in fulfillment of the Cargo Contract or this Agreement; (ii) if otherwise previously agreed to in writing by the Parties; or (iii) unless compelled to do so by operation of law or by order of a competent court or tribunal, government authorities or agencies at the origin, destination or transit country to disclose the confidential information in connection with the relevant Cargo Contract.

**7.2** In the case where in the relevant Cargo Contract the Freight Forwarder appears as the "Shipper", the information contained in the Freight Forwarder's 'House Waybill' (if any), including but not limited to, the name and address of the shipper and/or consignee shall be maintained in confidence and not disclosed or transmitted to other persons except: (i) in fulfillment of the Cargo Contract or this Agreement; (ii) if otherwise previously agreed to in writing by the Parties; or (iii) unless compelled to do so by operation of law or by order of a competent court or tribunal, government authorities or agencies at the origin, destination or transit country to disclose the confidential information in connection with the relevant Cargo Contract.

**7.3** The Parties shall comply with all applicable legislation concerning data protection.

## **Article 8— Recording and Storage of EDI Messages**

**8.1** The EDI Messages which comprise the Shipment Record, as set forth in Annex 'A', shall be issued by the Carrier and shall be stored by each Party or their agents, unaltered and secured, for a minimum of three years. Parties recognize that their national laws may require archiving of EDI messages for a period of time in excess of the time limit set forth herein for accounting, taxation, or other purposes outside the scope of this Agreement.

**8.2** Unless otherwise provided by national laws, EDI Messages shall be stored by the sender (or their agent/s) in the transmitted format and by the receiver (or their agent/s) in the format in which they are received.

**8.3** The Parties shall ensure that electronic or computer records of the EDI Messages shall be readily retrievable, are capable of being reproduced in a human readable form and of being printed, if required.

## **Article 9 — Operational Requirements for EDI**

### **9.1 Operational Equipment**

Each Party shall provide and maintain, at its own cost, all necessary equipment to fulfill its obligations under the Agreement including hardware, software and services necessary to transmit, receive, translate, record, print and store EDI Messages.

### **9.2 Means of Communication**

The Parties have detailed in Annex 'A' the means of communication to be used, including the telecommunication protocols, and if required, the choice of third party service provider(s).

### **9.3 EDI Message Standards**

All EDI Messages shall be transmitted in accordance with the IATA Message Standards, recommendations and procedures as approved and updated by the Cargo Services Conference from time to time.

## **Article 10 — Technical Specifications and Requirements**

**10.1** The Parties may agree to test the computer system of the other, to assure that it meets the integrity and security standards detailed at Article 11 below.

**10.2** The Parties may agree to submit to a third party technical audit within 14 days of executing this Agreement and to have further periodic audits of their computer systems, at a mutually convenient time and subject to reasonable notice. For the avoidance of doubt, each party shall bear its own audit costs. (*Numerous scenarios are possible, e.g. third party technical audit, audits before signing, audits after signing, right to periodic audits, and it is not practical to draft text for each*).

**10.3** The Parties agree to accept as *prima facie* evidence of the integrity and security of the other Party's systems any certification by a recognized independent certification agency.

## **Article 11 — Security of EDI Messages**

**11.1** Each Party shall implement and maintain security procedures in accordance with the generally accepted best practices, in order to ensure the authenticity of EDI Messages, and the protection of EDI Messages against the risk of unauthorized access, alteration, delay, destruction or loss.

**11.2** Each Party shall immediately inform the other if it becomes aware of any breach in its own security procedures, and take all necessary steps to remedy the problem.

**11.3** A Party informed of or who otherwise becomes aware of a breach in its security, shall immediately give written notice of that to the other Party, who in turn, can immediately suspend the application of this Agreement and cease to act on EDI from that Party until the breach has been resolved to its reasonable satisfaction.

## **Article 12 — Authentication**

**12.1** The Parties shall establish a mutually satisfactory procedure for confirming the authenticity of each other's EDI Messages.

**12.2** As between themselves, and without prejudice to any recourse against a third party, the Parties agree that the sender of an EDI Message shall be responsible for the integrity of it, and responsible for any unauthorized use of or access to its authentication codes/procedures prior to receipt of the message on the recipient's computer, unless such error, unauthorized use or access results from the acts or omissions of the recipient. The recipient shall be responsible for the integrity of the EDI Message, any unauthorized use of or access to the recipient's authentication codes/procedures, after reception of the message on its computer unless such unauthorized use or access results from the acts or omissions of the sender.

## **Article 13 — Non-compliance**

In the event that the EDI communication system of a Party does not comply with the integrity and security standards as required by the Agreement, and there is a disagreement with respect to an EDI Message, the version of the Party whose system does comply will be deemed to be correct.

## **Article 14 — Liability**

**14.1** The Parties shall not be liable for any loss or damage suffered by the other Party caused by any delay or failure to perform in accordance with the provision of the Agreement, where such delay or failure is caused by an impediment beyond that Party's control and which could not reasonably be expected to be taken into account at the time of conclusion of the Agreement or the consequences of which could not be avoided or overcome.

**14.2** If a Party engages any intermediary (service provider) to perform such services as the transmission, logging, storage or processing of an EDI Message, that Party shall be liable for the intermediary's acts or omissions in the provision of said services.

**14.3** If a Party requires another Party to use the services of an intermediary to perform the transmission, logging, storage or processing of an EDI Message, the Party who requires such use shall be liable to the other Party for damage from that intermediary's acts or omissions in the provision of said services.



**14.4** Except where this Agreement states differently, each Party's liability shall be limited to proven compensatory damages, and in any event, no Party to the Agreement shall be liable for (i) any loss of profits, revenue, contracts, sales, anticipated savings, goodwill, and reputation; and (ii) special, indirect or consequential losses; or (iii) any form of non-compensatory damages caused by a failure to perform its obligations under the Agreement.

## **Article 15 — Dispute Resolution**

### **15.1 Alternative 1 — Arbitration Clause**

Any dispute arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination, shall be settled by the following dispute resolution process:

**15.1.1** Within 14 days of a dispute arising, the Parties' representatives shall meet and seek to negotiate a resolution; If the Parties are unable to resolve the matter within 45 days from the dispute arising, the matter shall be referred to mediation to take place within 60 days thereafter.

**15.1.2** If the mediation is not able to resolve the dispute, the matter shall be referred to and finally resolved by arbitration subject to the *International Chamber of Commerce (ICC) Rules of Arbitration*, before a single arbitrator to be agreed by the Parties, or failing agreement, by a panel of three arbitrators to be nominated in accordance with *International Chamber of Commerce (ICC) Rules of Arbitration*.

**15.1.3** Arbitration shall be conducted in *English* and the seat of the Arbitration shall be in Johannesburg, South Africa. The decision of the Arbitrator(s) shall be final and binding.

### **15.2 Alternative 2 — Jurisdiction Clause**

Any dispute arising out of or in connection with this contract shall be referred to the courts of the Republic of South Africa which shall have sole jurisdiction.

## **Article 16 — Applicable Law**

Without prejudice to any mandatory national law, which may apply to the Parties regarding recording and storage of EDI Messages or confidentiality and protection of personal data, the Agreement is governed by the laws of the Republic of South Africa.

Shipper certifies that insofar as any part of a consignment contains dangerous goods, all measures prescribed by the Dangerous Goods Regulations have been respected.

## **Article 17 — General**

### **17.1 Effect**

The Agreement shall be effective from the date on which it is signed by both Parties, or if signed on a different date, the date signed by the latter of the two.

### **17.2 Modifications**

The Agreement constitutes the entire agreement between the Parties on the subject matter. Any modifications, subsequent agreements or collateral agreements dealing directly or indirectly with the subject matter contained in the Agreement shall only be valid if set out in writing and signed by both Parties. This Agreement shall not be assigned by a Party, unless prior written consent is obtained from the other Party, such consent shall not be unreasonably withheld.

### **17.3 Notices**

Any Notice to the other Party shall be in writing and shall be sent by certified mail, return receipt requested or by express courier with proof of delivery to the individuals and addresses indicated below:

For the Freight Forwarder

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

For the Carrier

South African Airways Cargo  
Private bag X14  
Kempton Park  
1620

Either Party may change its address by notice to the other Party.

### **17.4 Termination**

Either Party may terminate the Agreement by giving not less than 30 days prior written Notice.

Notwithstanding termination for any reason, the rights and obligations of the Parties referred to in Articles 4, 5, 7, 8 and 14 shall survive termination together with any other provision which by its nature survives termination.

### **17.5 Severability**

If any provision or provisions of this Agreement shall be held to be invalid, illegal, unenforceable or in conflict with the law of any jurisdiction, that shall not affect:

1. The validity or enforceability in that jurisdiction of any other provision of this Agreement; or
2. The validity or enforceability in other jurisdictions of that or any other provision of this Agreement.

In such cases, this Agreement shall be construed as if such invalid, illegal or unenforceable provisions had never been contained herein, unless the deletion of such provision or provisions would result in such a material change so as to cause

completion of the transactions contemplated herein to be unreasonable. Parties shall then negotiate in good faith an appropriate substitute for the provisions deemed invalid.

**17.6 Interpretation**

Words importing the singular shall include the plural and vice versa.

The headings of articles are for convenience only and shall not be used to interpret provisions of the Agreement or otherwise affect the substantial provisions.

In the event of any inconsistency between the provisions of this Agreement and any provisions incorporated by reference, as detailed in Article 2.1, the provisions of this Agreement shall prevail.

**17.7 No Waiver of Rights**

The failure by either Party at any time to require performance by the other of any of its obligations, shall not affect the right to require such performance at any time thereafter. A waiver by either Party of a breach or specific delay shall not be taken or held to be a waiver of any subsequent breach or delay.

WHEREFORE the Parties have signed:

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Freight Forwarder

Carrier

**Attachment 'A'**  
**Annex 'A'**

**TECHNICAL ANNEX TO MODEL EDI AGREEMENT**

**1) CONVENTIONS**

In the event that the Carrier party to the EDI Agreement must make an unscheduled stopover at a country that is not signatory of the Convention for the Unification of Certain Rules Relating to International Carriage by Air, signed at Warsaw, 12 October 1929 as amended by Montreal Protocol No. 4 (MP4), or have ratified the Convention for the Unification of Certain Rules for International Carriage by Air, done at Montreal on 28 May 1999 (MC99), the Parties shall ensure that they can produce and deliver the Cargo Receipt requested by any third party, government authority requesting such documentation.

**2) EDI MESSAGES**

All EDI Messages shall be structured and used in accordance with the IATA Cargo Interchange Message Procedures (Cargo-IMP) Manual. This Technical Annex addresses the Cargo-IMP environment.

In the event that the Parties wish to exchange particular version numbers of the Cargo-IMP messages then only FWB version number 16, FSU version number 6 and FNA version number 1 will be supported. In case Parties decide to use the Cargo-IMP FMA message then only FMA version number 0 will be supported.

**3) SHIPMENT RECORD**

To initiate the Shipment Record information the Freight Forwarder will send the completed air waybill data through an electronic message (FWB) as per Cargo Interchange Message Procedures (Cargo-IMP) Manual to the Carrier prior to the presentation of the consignment at the Carrier point of acceptance.

The Cargo Contract shall be subject to the FSU/RCS message being sent to the Freight Forwarder or via the respective service provider. In the event that the weight, volume and/or total number of pieces of the FSU/RCS Message deviates from the weight, volume and/or total number of pieces of the FWB information the cargo shipment shall be treated according to the current exception management procedures previously agreed between the Parties.

In case the Carrier cannot access the Shipment Record initiated in his system, at freight presentation, it will be required from the Freight Forwarder to resubmit the electronic shipment record prior to acceptance of the freight.

**4) REJECTION MESSAGE**

The notification to the Freight Forwarder that the EDI message containing the air waybill data (FWB) has been rejected by the Carrier's system and/or by his third party service provider due to syntax errors shall be performed using the standard electronic Error (FNA) message as per Cargo Interchange Message Procedures (Cargo-IMP) Manual.

The FNA message should include the Message Improvement Program (MIP) error code and reasons as per the latest version of the MIP strategy document.

## **5) CONFIRMATION MESSAGE**

The confirmation to the Freight Forwarder that the EDI message containing the air waybill data (FWB) has been received by the Carrier's system and/or his third party service provider without syntax errors and application errors shall be performed using the standard electronic Acknowledgment (FMA) message as per the Cargo Interchange Message Procedures (Cargo-IMP) Manual.<sup>4</sup>

A confirmation message is not required unless otherwise previously agreed by the Parties in writing.

In the event that the Freight Forwarder requires a confirmation (acknowledgment) message from the Carrier upon receipt of a FWB Message, the Carrier shall send the acknowledgment as soon as possible after the message has been processed, however, in no case later than 5 minutes after receipt of the FWB. In the event that the Carrier fails to send an acknowledgment within the time period stated, the Shipment Record initiation shall be considered rejected and the Freight Forwarder has to make a telephonic enquiry to the Carrier's helpdesk.

In the event that the Carrier requires the FWB message from the Freight Forwarder prior to presentation of the freight at the Carrier's point of acceptance and the Freight Forwarder fails to send the FWB prior to presentation, there shall be no Shipment Record and it will be required from the Freight Forwarder to resubmit the FWB message either itself or via their service provider.

## **6) CARGO RECEIPT**

The Cargo Receipt will evidence the conclusion of the contract ("including acceptance of all contract terms") and evidence the acceptance of the cargo as "ready for carriage" (as indicated in the IATA Cargo Agency Conference Resolution 833<sup>5</sup>).

The Carrier will send the standard electronic Status Update (FSU) message with the standard Status Code ready for carriage Shipment (RCS) as per Cargo Interchange Message Procedures (Cargo-IMP) Manual to the Freight Forwarder.

The Carrier will send to the Freight Forwarder the electronic Status Update (FSU) message with the standard Status Code ready for carriage Shipment (RCS) including the actual event time, as per Cargo Interchange Message Procedures (Cargo-IMP) as soon as possible after the successful acceptance of the freight by the Carrier's and the freight is indeed "ready for carriage".

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<sup>4</sup> Note: Alternatively the Cargo 2000 route map milestone (MUP-FWB) message could be used. In such a case both Parties need to be Cargo 2000 members and need to have agreed this previously.

<sup>5</sup>Cargo Agency Conference Resolution 833 Ready for Carriage Consignments

The Cargo Receipt will confirm the FWB message information and FSU/RCS message information. The date of the Cargo Receipt shall be the date that the Carrier transmits the FSU/RCS message.

The Cargo Receipt document shall be produced either as a paper or electronic version as agreed between the Parties in the layout of the Cargo Receipt as described in the Annex 'C' of this Agreement.

Carrier will only send a FSU/RCS message if a FWB message was received from the Shipper at least 10 minutes prior to presentation of the freight at the Carrier's point of acceptance. The Parties shall agree on the process to be followed in case the FWB message is not received in the agreed period of time.

#### **7) ACCESS TO THE SHIPMENT RECORD BY THE CONSIGNEE**

The Consignee may need to have access to the Cargo Receipt containing weight, volume and number of pieces.

The Carrier, upon request by the Freight Forwarder, may provide a copy of the Cargo Receipt to the Consignee.

#### **8) CHARGES CORRECTION ADVICE (CCA)**

In the case of discrepancies that affect charges between the data contained in the FWB message as transmitted by the Freight Forwarder and the data contained in the FSU/RCS message as transmitted by the Carrier, the Carrier shall send a Cargo Correction Advice to the Freight Forwarder unless otherwise agreed by the Parties.

#### **9) BAR CODE LABELS**

For cargo acceptance, shipments must be labeled with machine-readable cargo labels that are in accordance with the specifications of IATA Cargo Services Conference Resolution 606<sup>6</sup>, Bar Coded Label prior to presentation to the Carrier.

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<sup>6</sup> Cargo Services Conference Resolution 606 Bar Coded Label

**Attachment 'A'**  
**Annex 'B'**

**Notice: the provisions of Resolution 600i, including the Conditions of Contract set forth therein, are incorporated into this Agreement by this reference. The current Conditions of Contract as set forth in Resolution 600i are re-printed in this Annex B for the convenience of the parties. The parties agree to be bound by the current version of the Resolution 600i Conditions of Contract as amended from time to time by the Cargo Services Conference and re-printed in the Cargo Services Conference Resolutions Manual website without further amendment to this Agreement.**

RESOLVED that:

The following Conditions of Contract and Notices be included in contracts of carriage concluded and evidenced by electronic means

**I. NOTICE APPEARING ON THE FACE OF AN AGREEMENT FOR ELECTRONIC DATA INTERCHANGE (EDI) OR OTHER AGREEMENT FOR CARRIAGE OF CARGO CONCLUDED AND EVIDENCED BY ELECTRONIC MEANS**

It is agreed that the goods shipped pursuant to this Agreement are accepted in apparent good order and condition (except as noted) for carriage SUBJECT TO THE CONDITIONS OF CONTRACT. ALL GOODS MAY BE CARRIED BY ANY OTHER MEANS INCLUDING ROAD OR ANY OTHER CARRIER UNLESS SPECIFIC CONTRARY INSTRUCTIONS ARE GIVEN BY THE SHIPPER, AND SHIPPER AGREES THAT THE SHIPMENT MAY BE CARRIED VIA INTERMEDIATE STOPPING PLACES WHICH THE CARRIER DEEMS APPROPRIATE. THE SHIPPER'S ATTENTION IS DRAWN TO THE NOTICE CONCERNING CARRIER'S LIMITATION OF LIABILITY in the Conditions of Contract. Shipper may increase such limitation of liability by declaring a higher value for carriage and paying a supplemental charge if required.

INSURANCE — If carrier offers insurance, and such insurance is requested in accordance with the conditions thereof, indicate amount to be insured in figures in field "Amount of Insurance".

**II. CONDITIONS OF CONTRACT ATTACHED AS AN ANNEX TO THE EDI AGREEMENT OR INCLUDED AS PART OF ANY OTHER AGREEMENT USED FOR CARRIAGE OF CARGO CONCLUDED AND EVIDENCED BY ELECTRONIC MEANS**

**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 Montreal Convention or the Warsaw 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.

If the carriage involves an ultimate destination or stop in a country other than the country of departure, the Montreal Convention or the Warsaw Convention may be applicable to the liability of the Carrier in respect of loss of, damage or delay to cargo. Carrier's limitation of liability in accordance with those Conventions shall be as set forth in subparagraph 4 unless a higher value is declared.

## **CONDITIONS OF CONTRACT**

1. 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.

**2./2.1** 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.

**2.2** To the extent not in conflict with the foregoing, carriage and other related services performed by each Carrier are subject to:

**2.2.1** applicable laws and government regulations;

**2.2.2** 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:

**2.2.2.1** limits on the Carrier's liability for loss, damage or delay of goods, including fragile or perishable goods;



**2.2.2.2** 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;

**2.2.2.3** rights, if any, of the Carrier to change the terms of the contract;

**2.2.2.4** rules about Carrier's right to refuse to carry;

**2.2.2.5** rights of the Carrier and limitations concerning delay or failure to perform service, including schedule changes, substitution of alternate Carrier or aircraft and rerouting.

**3.** 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.

**4.** For carriage to which the Montreal Convention does not apply, Carrier's liability limitation for cargo lost, damaged or delayed shall be 19 SDRs per kilogram unless a greater per kilogram monetary limit is provided in any applicable Convention or in Carrier's tariffs or general conditions of carriage.

**5./5.1** 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.

**5.2** 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.

**6./6.1** 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.

**6.2** 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.

**7./7.1** 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.

**7.2** Notwithstanding any other provisions, for "foreign air transportation" as defined by the U.S. Transportation Code:

**7.2.1** 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

**7.2.2** in the case of loss of, damage or delay to a part of 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.

**8.** 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.

**9.** Carrier undertakes to complete the carriage with reasonable dispatch. Where permitted by applicable laws, tariffs and government regulations, Carrier may use alternative carriers, aircraft or modes of transport without notice but with due regard to the interests of the shipper. Carrier is authorized by the shipper to select the routing and all intermediate stopping places that it deems appropriate or to change or deviate from the routing shown on the face hereof.

**10.** 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.

**10.1** 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:

**10.1.1** 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;

**10.1.2** 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.

**10.1.3** 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.

**10.2** 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.

**10.3** Unless a written complaint is made within the time limits specified in 10.1 no action may be brought against Carrier.

**10.4** 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.

**11.** 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.

**12.** No agent, employee or representative of Carrier has authority to alter, modify or waive any provisions of this contract.

**Attachment 'A'**  
**Annex 'C'**

**THE RECEIPT FOR THE CARGO (ALSO KNOWN AS THE CARGO RECEIPT) -  
TECHNICAL SPECIFICATIONS AND COMPLETION**

**Measurements of the Cargo Receipt**

The outside measurements of the Cargo Receipt shall be maintained exactly as shown in Appendix 'A'.

**Description of the Cargo Receipt**

The Cargo Receipt shall have the same layout, wording and shading as specified in Appendix 'B';

**Completion of the Cargo Receipt**

The circled numbers in the following text correspond with the numbers in the boxes of the specimen illustrated in Appendix 'C'.

**1. Shipment Identification** (1)

The shipment identification number shall be entered and will be composed of the following Cargo-IMP data:

FWB Ref. 2.1.1 (DE 112) / 2.1.3 (DE 113) / 17.2.2 (DE 202) / 17.2.3 (DE 201) / 17.2.4 (DE 200)

A hyphen shall be inserted between DE 112 and DE 113 and also between DE 113 and DE 202.

**2. Shipper Name** (2)

The shipper's name shall be entered and will be composed of the following Cargo-IMP data:

FWB Ref. 5.4.2 (DE 300)

**3. Issued By** (3)

The name of the carrier issuing the cargo receipt should be entered and would be aligned with DE 112 of the shipment identification. A company logo may also be entered.

**4. Day/Month/Time (of Shipment Acceptance)** (4)

The Day/Month/Time (of Shipment Acceptance) shall be entered and will be composed of the following Cargo-IMP data:

FSU Ref. 3.3.1 (DE 202) / 3.3.2(DE 201) / 3.3.3(DE 203), if DE 203 is present.

A space shall be inserted between DE 202 and DE 201 and also between DE 201 and DE 203.

The year of shipment acceptance is not included in the Day/Month/Time (of Shipment Acceptance) box but can be deduced from the date of the Shipment Identification box.

## **5. Airport/City Code (of Shipment Acceptance)** <sup>5</sup>

The Airport/City Code (of Shipment Acceptance) shall be entered and will be composed of the following Cargo-IMP data:

FSU Ref. 3.3.5 (DE 313)

## **6. Total Number of Pieces** <sup>6</sup>

The Total Number of Pieces determined at acceptance shall be entered and will be composed of the following Cargo-IMP data:

FSU Ref. 2.3.3 or 2.4.2 (DE 701)

## **7. Weight / Code**

### **7.1 Weight** <sup>7</sup>

The amount of the weight determined at acceptance shall be entered and will be composed of the following Cargo-IMP data:

FSU Ref. 2.3.5 (DE 600)

### **7.2 Code** <sup>8</sup>

The measurement unit code for the weight amount determined at acceptance shall be entered and will be composed of the following Cargo-IMP data:

FSU Ref. 2.3.4 (DE 601)

A space shall be inserted between DE 600 and DE 601.

## **8. Volume** <sup>9</sup>

The volume amount and its measurement unit code determined at acceptance may be entered if available and will be composed of the following Cargo-IMP data:

FSU Ref. 3.8.2 (DE 500) / 3.8.1 (DE 604)

A space shall be inserted between DE 500 and DE 604

**9. Airport/City Code (of Origin)** (10)

The Airport/City Code (of Origin) shall be entered and will be composed of the following Cargo-IMP data:

FWB Ref. 2.2.1 (DE 313)

**10. Airport/City Code (of Destination)** (11)

The Airport/City Code (of Destination) shall be entered and will be composed of the following Cargo-IMP data:

FWB Ref. 2.2.2 (DE 313)

**11. Airport/City Code (of Routing)** (12)

The Airport/City Code (of Routing) can be entered and will be composed of the following Cargo-IMP data:

FWB Ref. 4.2.2 and 4.3.2 (DE 313)

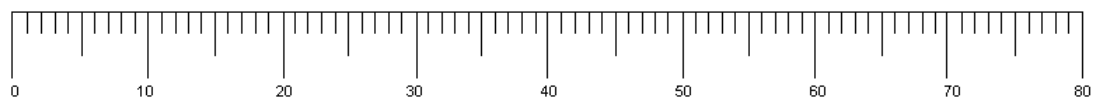
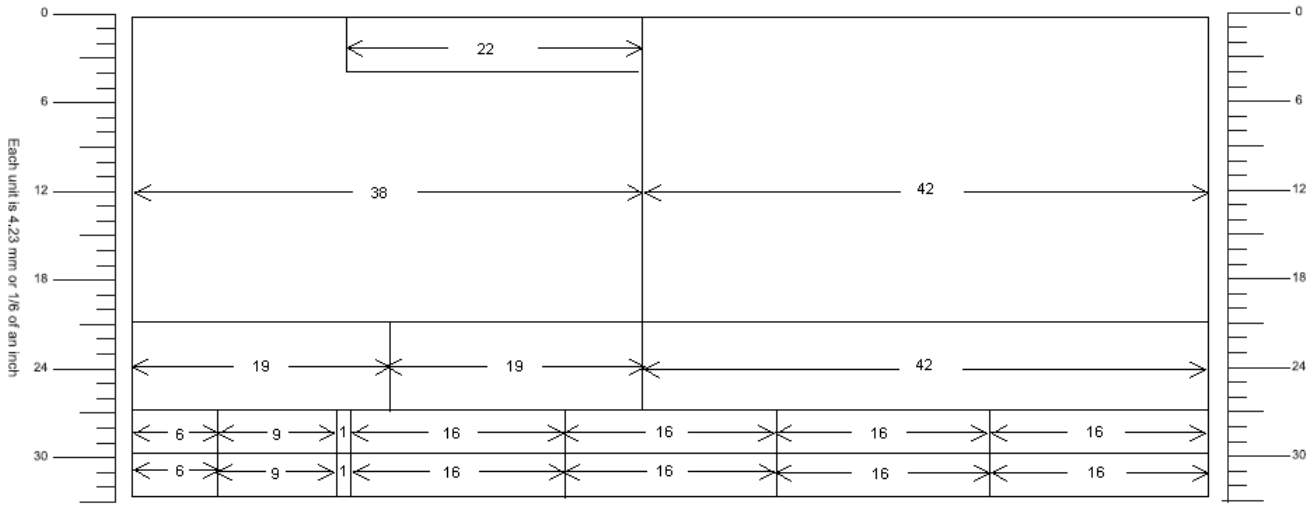
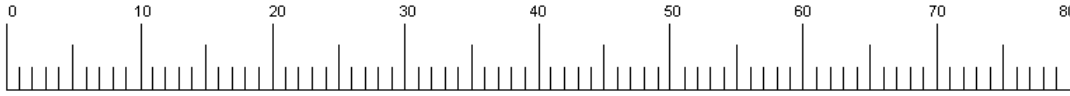
A slant shall be inserted between DE 313 and any repeats of DE 313.

The Airport/City Code (of Routing) must be entered if:

The places of departure and destination are within the territory of a single State Party and one or more agreed stopping places being within the territory of another State then an indication of at least one such stopping place must be indicated.

# Appendix 'A'

Each unit is 2.54 mm or 1/10 of an inch



## Appendix 'B'

Shipper Name		<b>Shipment Identification</b>		<p style="text-align: center;"><b>Cargo Receipt</b></p> <p>Issued By</p>		
Day/Month/Time (of Shipment Acceptance)		Airport/City Code (of Shipment Acceptance)				
No. of Pieces	Gross Weight	H / L	Volume	Airport/City Code (of Origin)	Airport/City Code (of Destination)	Airport/City Code (of Routing)

### Notes:

1. The boxes with bold titles indicate information specified by the Convention for the Unification of Certain Rules for International Carriage by Air, done at Montreal on 28 May 1999 (MC99) and The Convention for the Unification of Certain Rules Relating to International Carriage by Air, signed at Warsaw, 12 October 1929 as amended by Montreal Protocol No. 4 (MP4). Routing would only be included if applicable as specified in the Articles;
2. Airport/City Code (of Routing): As per MC99 and MP4, if the places of departure and destination are within the territory of a single State Party and one or more agreed stopping places being within the territory of another State then an indication of at least one such stopping place must be indicated;
3. The year of shipment acceptance is not included in the "Day/Month/Time (of Shipment Acceptance)" box but can be deduced from the date of the "Shipment Identification" box.



## Appendix 'C'

Shipper Name		Shipment Identification ①		Cargo Receipt  Issued By ③		
②						
Day/Month/Time (of Shipment Acceptance) ④		Airport/City Code (of Shipment Acceptance) ⑤		Carriage is subject to Carrier's Conditions of Contract previously made available to Shipper		
No. of Pieces	Gross Weight	K / L	Volume	Airport/City Code (of Origin)	Airport/City Code (of Destination)	Airport/City Code (of Routing)
⑥	⑦	⑧	⑨	⑩	⑪	⑫

**RECOMMENDED PRACTICE 1670**  
**Attachment 'A'**  
**Annex 'D'**

**TERMS FOR INITIATING AND CONCLUDING CARGO CONTRACTS IN RESPECT OF WARSAW CARRIAGE**

Where the Parties are contracting in relation to an international carriage of cargo within the meaning of either the Convention for the Unification of Certain Rules Relating to International Carriage by Air, signed at Warsaw, 12 October 1929 (the "Warsaw Convention") and/or the Warsaw Convention, as amended at the Hague, 1955 ("Warsaw-Hague"), but falling outside the meaning ascribed to such carriage within either or both of the Conventions (as defined in Section 1 of Annex A of the Agreement) (each such carriage referred herein as a "Warsaw Carriage"), the Parties hereby agree to take the following steps in order to ensure that each Warsaw Carriage complies fully with the procedures relating to air consignment notes and air waybills set out respectively in the Warsaw Convention and Warsaw-Hague and that in any event any Cargo Contract in respect of a Warsaw Carriage shall be entered into in accordance with and subject to the following provisions:

**1. AIR WAYBILL COMPLETION**

Upon receipt of an air waybill data message (e.g. FWB) from Freight Forwarder for a Cargo Contract to be flown on a Warsaw Carriage route, Freight Forwarder hereby authorizes Carrier to make out a conforming air waybill relating to the carriage of the cargo described in such message ("Warsaw Cargo") on behalf of Freight Forwarder pursuant to Resolution 600a, Attachment A, Section 3. Freight Forwarder agrees that such making out of the air waybill by the Carrier on its behalf complies with article 6(5) of both the Warsaw Convention and/or Warsaw-Hague, as applicable.

**2. EDI MESSAGE DISCREPANCIES**

Upon receipt by the Carrier of Warsaw Cargo, Carrier will confirm that such cargo is ready for carriage through a status update message (e.g. FSU/RCS) sent to Freight Forwarder. In the event Carrier cannot confirm that such cargo is ready for carriage or that the data in the status update message (e.g. FSU/RCS) to the Freight Forwarder deviates in weight, volume and/or total number of pieces in the air waybill data message (e.g. FWB) from the Freight Forwarder, the Warsaw Cargo shall be treated according to the exception management procedures agreed between the Parties as set forth in Section 3 of Annex A.

**3. SIGNATURES ON AIR WAYBILL**

The Carrier shall be entitled to rely on Freight Forwarder authorizations, representations and undertakings set out in Section 5 of this Annex D and on that basis may upon acceptance of, but prior to loading of the Warsaw Cargo, stamp or print Freight Forwarder's signature, or a Third Party's signature if applicable pursuant to Section 6 of this Annex D, as "Shipper" on the first and second Originals 1 and 2 of the air waybill

(marked “for issuing Carrier” and “for Consignee” respectively) for and on behalf of the Freight Forwarder (or Third Party if applicable) and countersign the Original 2 and sign the Original 3 of the air waybill (marked “for consignee” and “for Shipper” respectively) in its capacity as carrier and then shall return the Original 3 to the Freight Forwarder. Freight Forwarder further agrees that the stamping or printing of the signature on the air waybill by the Carrier on behalf of Freight Forwarder or a Third Party as set forth in this Section 3 of this Annex D complies fully with the requirements of article 6(4) of the Warsaw Convention and/or Warsaw-Hague and with the giving of notice to the Freight Forwarder of possible limits on the liability of Carrier in respect of loss of or damage to the Warsaw Cargo required under such Conventions.

#### **4. CONCLUSION OF CARGO CONTRACTS FOR WARSAW CARRIAGE**

Cargo Contracts for purposes of Warsaw Carriage under this Annex D shall be concluded upon the stamping or printing of the Shipper’s signature on the air waybill as set forth in Section 3 hereof, and such Cargo Contracts shall be governed by the Conditions of Contract printed on the reverse side of such air waybill(s) as set forth in the then current Cargo Services Conference Resolution 600b.

#### **5. FREIGHT FORWARDER REPRESENTATIONS**

Freight Forwarder represents to Carrier that:

- a) Freight Forwarder has the full and unequivocal authority to enter into this Agreement and in particular to assume and be bound by the representations, undertakings and obligations set out in this Annex D; and
- b) Throughout the term of the Agreement Freight Forwarder shall have the full and unequivocal authority to appoint Carrier as Freight Forwarder’s agent for the purpose of actions required to be undertaken by Carrier pursuant to this Annex D.
- c) Carrier may at all times be entitled to rely on Freight Forwarder’s representations and undertakings herein contained and shall be under no obligation whatsoever to make any enquiries as to whether or not any or all of these authorizations have been revoked.
- d) in the event of a conflict between the provisions of this Annex D and the rest of the Agreement the provisions of this Annex D shall prevail.

#### **6. THIRD-PARTY SHIPMENTS FOR WARSAW CARRIAGE**

For Warsaw Carriage involving a Third Party as Shipper, as further described in Section 4.4 of the Agreement; Freight Forwarder shall comply with the conditions set forth in Section 4.4, 4.5 and Section 4.6.

Freight Forwarder shall accordingly identify the Third Party as the “Shipper” in the air waybill data message (e.g. FWB).

**THE TRANSMITTAL OF EDI MESSAGES AS SET FORTH IN SECTION 6 OF THIS ANNEX D FOR PURPOSES OF CONCLUDING A CARGO CONTRACT BETWEEN A THIRD PARTY AND THE CARRIER FOR CARRIAGE BY AIR SHALL AUTHORIZE CARRIER, TO THE EXTENT REQUIRED BY INTERNATIONAL CONVENTION, TO MAKE OUT CONFORMING AIR WAYBILLS AND STAMP OR PRINT SIGNATURES ON SUCH AIR WAYBILLS ON BEHALF OF THE THIRD PARTY BY TRANSMITTING SUCH EDI MESSAGES FREIGHT FORWARDER CERTIFIES THAT FREIGHT FORWARDER HAS OBTAINED AUTHORIZATION FROM THE THIRD PARTY TO PERMIT SUCH ISSUANCE.**