

CONDITIONS OF CONTRACT

1. As used in this contract "Carrier" means all air carriers that carry or undertake to carry the goods hereunder or perform any other services incidental to such air carriage.
 2. The first Carrier's name may be abbreviated on the face hereof, the full name and its abbreviation being set forth in such Carrier's tariffs, conditions of carriage, regulations and timetables. The first Carrier's address is the airport of departure shown on the face hereof. The agreed stopping places (which may be altered by Carrier in case of necessity) are those places, except the place of departure and the place of destination, set forth on the face hereof 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.
 3. CARRIAGE HEREUNDER AND OTHER SERVICES PERFORMED BY CARRIER ARE SUBJECT TO :
 - 3.1.1 applicable laws, government regulations, orders and requirements;
 - 3.1.2 provisions herein set forth; and
 - 3.1.3 applicable tariffs, rules, GENERAL CONDITIONS OF CARRIAGE FOR CARGO, regulations and timetables (but not the times of departure and arrival therein) of such carrier, which are made part hereof and which may be inspected at any airport or other cargo sales office from which it operates regular services.
 4. If the sum entered on the face hereof as "Declared Value for Carriage" represents an amount in excess of the applicable limits of liability referred to in the CONDITIONS OF CARRIAGE and if the shipper has paid any supplementary charge that may be required by the Carrier's tariffs, CONDITIONS OF CARRIAGE or regulations, this shall constitute a special declaration of value and in this case Carrier's limit of liability shall be the sum so declared. Payment of claims shall be subject to proof of actual damages suffered.
 5. Any exclusion or limitation of liability applicable to Carrier shall apply to and be for the benefit of Carrier's agents, servants and representatives and any person whose aircraft is used by Carrier for carriage and its agents, servants and representatives. For purpose of this provision Carrier acts herein as agent for all such persons.
 6. Carrier undertakes to complete the carriage hereunder with reasonable dispatch. Carrier may use alternate carriers or aircraft and may without notice and with due regard to the interests of the shipper use other means of transportation. Carrier is authorised by 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.
 7. Subject to the conditions herein, Carrier shall be liable for the goods during the period they are in its charge or the charge of its agent.
 8. On arrival of the goods at the place of destination, subject to the acceptance of other instructions from the shipper prior to arrival of the goods at the place of destination, delivery will be made to, or in accordance with the instructions of the consignee. If the consignee declines to accept the goods or cannot be communicated with, disposition will be in accordance with instructions of the shipper.
- Note: No notification of arrival of goods will be given to the consignee or any other person in respect of domestic carriage of cargo of whatsoever nature.**
9. 9.1 The person entitled to delivery must make a complaint to Carrier in writing in the case:
 - 9.1.1 of visible damage to the goods, immediately after discovery of the damage and at the latest within fourteen (14) days from receipt of the goods;
 - 9.1.2 of other damage to the goods, within fourteen (14) days from the date of receipt of the goods;
 - 9.1.3 of delay, within twenty one (21) days of the date the goods are placed at his disposal; and
 - 9.1.4 of non-delivery of the goods, within one hundred and twenty (120) days from the date of the issue of this document.
 - 9.2 For the purpose of Sub-paragraph 9.1 above complaint in writing may be made to Carrier whose Air Waybill was used, or to the first Carrier or to the last Carrier or to the Carrier who performed the transportation during which the loss, damage or delay took place.
 - 9.3 Any rights to damages against Carrier shall be extinguished unless an action is brought within three (3) 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 transportation stopped.
10. If Carrier offers insurance and such insurance is requested, and if the appropriate premium is paid and the fact recorded on the face hereof, the goods covered by this document are insured under an open policy for the amount requested as set out on the face hereof (recovery being limited to the actual value of goods lost or damaged provided that such amount does not exceed the insured value). The insurance is subject to the terms, conditions and coverage (from which certain risks are excluded) of the open policy, which is available for inspection at an office of the issuing Carrier by the interested party. Claims under such policy must be reported immediately to an office of Carrier.