

CONDITIONS OF CONTRACT

1. "Carrier" means the carrier issuing this air waybill. "Warsaw Convention" means the Convention for the Unification of Certain Rules Relating to International Carriage by Air, signed at Warsaw, 12 October 1929, as amended. "Montreal Convention" means the Convention for the Unification of Certain Rules for International Carriage by Air, done at Montreal on 28 May 1999, as amended.

2. Cargo Claims:

2.1 Domestic/Non-international carriage

In the case of any US domestic or non-international carriage, Carrier shall be liable for loss or damage to cargo during air transportation, ground transportation (including over the entire route in the event the cargo does not move by air), storage, and other handling, to the extent caused by its negligence and which liability is limited to a maximum of \$1.00 per kg per damaged item or \$100.00 per shipment, whichever is lower, of provable damages, unless a higher value is declared as set forth herein.

2.2 International carriage

In the case of any international carriage, where mandatorily applicable, the Warsaw Convention and/or Montreal Convention shall apply. Carrier shall be liable for cargo loss, damage or delay (if applicable) in accordance therewith, including the defenses, exclusions and limitations of liability contained therein. In the event that neither the Montreal Convention nor the Warsaw Convention applies, and except to the extent prohibited by applicable law, Carrier's liability shall be as set out at section 2.1.

2.3 Claim Liability (International and Domestic)

Unless otherwise prohibited by law, Carrier shall not be liable for loss, damage, delay, misdelivery, or nondelivery that is (1) not caused by its own negligence or (2) caused by any of the following: the act, default or omission of shipper, consignee, or any other party who claims interest in the cargo; the nature of the cargo or any defect, characteristic or inherent vice thereof; violation by shipper or any other party who claims interest in the cargo of any of the conditions of contract contained herein; including, but not limited to improper or insufficient packing, securing, marking, addressing or failure to observe any of the rules relating to cargo not acceptable for transportation or cargo acceptable only under certain conditions; differences in weight or quantity caused by shrinkage, leakage, or evaporation; death of, injury to, or escape of live freight; spoilage or deterioration of perishable cargo; mechanical difficulties not ascertainable by ordinary inspections; acts or omissions of any person other than Carrier; or compliance with delivery instructions from shipper, or any other party who claims interest in the cargo.

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. Any carriage under this air waybill is airport to airport only. In the event that it is agreed that there will be an additional land leg (road or rail), this is contracted with Carrier as agent of the shipper/consignee and the standard terms of the physical carrier performing the land leg shall govern the carriage. Alternatively, if, contrary to what is said in the previous sentence, Carrier is responsible for any land leg, it shall be on the terms set out at 2.1 and 2.3 above.

5.

5.1 Except when 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 quote, 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 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. The shipper acknowledges and agrees that the limitations set forth herein were negotiated and agreed upon in consideration of different recovery amounts at different freight rates.

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, contractors, 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. While Carrier undertakes to complete the carriage with reasonable dispatch, no time for completion is fixed. Where permitted by applicable laws, tariffs and government regulations, Carrier may use alternative carriers, aircraft or modes of transport without notice. 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 Carrier.

10.2 Such complaint must be made to Carrier.

10.3 Unless a written complaint is made within the time limits specified in 10.1, any rights to damages against Carrier will be extinguished and 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. Custom Duties, Taxes, and Disbursements. Carrier may, at its option and without obligation, advance or pay on behalf of the shipment any duties, taxes, customs fees, brokerage charges, penalties, storage, or other charges assessed by governmental authorities or third parties, together with any related disbursements. The shipper, the owner, and the consignee assume joint and several responsibility for immediate reimbursement of all such sums to Carrier. Carrier shall not be required to make advances or incur costs in relation to customs clearance, forwarding, or onward carriage unless the shipper has prepaid such amounts or provided adequate security acceptable to Carrier. Where customs entry is required at any point, the goods shall be treated as consigned at that point to the customs consignee identified in the shipment records, or failing such identification, to a customs consignee selected by Carrier.

13. Hazardous Materials/Dangerous Goods. Shipper shall ensure that any package containing hazardous materials or dangerous goods is limited to the materials, classifications, packaging, and quantities authorized for air transport under the U.S. Department of Transportation hazardous materials regulations (49 C.F.R. Parts 171-173) and the then-current IATA Dangerous Goods Regulations (collectively, the "Regulations"). Shipper shall comply with the Regulations at all times, regardless of the shipment's routing or mode of transportation. Carrier may refuse any shipment that contains, or is suspected to contain, dangerous goods. Carrier shall have no liability to shipper for any loss or expense arising from shipper's noncompliance with this section, and shipper shall defend, indemnify, and hold harmless Carrier from and against all losses, fines, penalties, damages, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to shipper's failure to comply with the Regulations or this section.

14. Force Majeure and Excluded Liabilities. Carrier will not be responsible for any failure or delay in performing its obligations under this contract to the extent such failure or delay is caused by, arises from, or is attributable to any force majeure event or circumstance beyond its reasonable control. Such events include, without limitation, acts of God; sabotage; the exercise of military, usurped, or occupying power; labor disputes; civil disturbances; terrorist activity; fire; flood; lockouts; injunctions; perils of air carriage; actions or inactions of public authorities acting under actual or apparent authority; operation of law; acts or omissions of customs or quarantine officials; riots, strikes, or similar industrial actions; civil commotion; war or warlike conditions; adverse weather; pandemics; epidemics; and natural or human-made disasters. In addition, Carrier assumes no responsibility or liability for the acts, omissions, or utilization of any onboard courier, or for any property damage, personal injury, or death associated with an onboard courier.

15. Lien. Carrier shall have a lien on all property (and documents relating thereto), funds held, and any goods as to which Carrier is providing services of any kind (including in relation to the carriage, storage and warehousing of goods) to the shipper for all sums payable to Carrier under this contract and for general average contributions to whomsoever due, including any claims for charges, expenses or advances incurred by Carrier in connection with any shipment of shipper. Carrier shall also have a lien against the shipper on the goods, property, and any documents relating thereto for all sums due from the shipper to Carrier under any other contract. To recover any sums due, Carrier shall have the right to sell the goods by public auction or private sale, without notice to the shipper and Carrier's lien shall extend to cover the cost of recovering any sums due, including attorneys' fees. If the proceeds of this sale fail to cover the whole amount due, Carrier is entitled to recover the deficit from shipper. Carrier may exercise its lien at any time and any place in its sole discretion, whether the contractual Carriage is completed or not. Carrier's lien shall survive delivery of the goods.

16. Consequential Loss. Carrier provides no warranty or undertaking that the cargo will arrive at the port of discharge or place of delivery by any particular time, or that it will meet any market, use, or other commercial expectation. Carrier shall have no liability for any loss or damage arising from delay, including without limitation any direct, indirect, special, incidental, exemplary, or consequential losses, loss of profits, loss of market, or loss of use, and shall likewise have no liability for any indirect, special, incidental, exemplary, or consequential losses, loss of profits, loss of market, or loss of use resulting from any other cause, except to the extent Carrier is mandatorily liable for the consequences of such delay or other cause under any applicable statute, law, agreement, or convention of compulsory effect. Where Carrier is nonetheless found liable for delay, such liability shall be strictly limited to the freight charges applicable to the shipment(s) concerned.

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

18. Place of Suit and Law. Except to the extent governed by otherwise applicable law which cannot be waived by the parties, all claims arising out of or related to carriage provided under this air waybill shall be brought in the United States District Court for the Southern District of New York (SDNY) or, if the SDNY does not have jurisdiction, the state courts located in the State of New York, County of New York. Except to the extent otherwise set forth herein, the contract evidenced by or contained in this air waybill shall be governed by the laws of the State of New York, without regard to its conflict of law provisions.