



Conditions of Carriage for Cargo

Effective from 28 December 2019

1. Article 1 - Definitions

- 1.1 **"Agent"** means any person who has authority, express or implied, to act for or on behalf of the Carrier in relation to the Carriage of Cargo.
- 1.2 **"Air waybill"** means the document entitled "Air Waybill" made out by or on behalf of the Shipper, which evidences the contract between the Shipper and the Carrier for Carriage of Cargo over routes of the Carrier.
- 1.3 **"Applicable convention"** means whichever of the following instruments is applicable to the Contract of Carriage:
- (a) the Convention for the Unification of Certain Rules for International Carriage by Air, done at Montreal, 28 May 1999 (**Montreal Convention**);
 - (b) the Convention for the Unification of Certain Rules Relating to International Carriage by Air, signed at Warsaw, 12 October 1929; (**Warsaw Convention**);
 - (c) the Warsaw Convention as amended at The Hague on 28 September 1955;
 - (d) the Warsaw Convention as amended by Additional Protocol No. 1 of Montreal 1975;
 - (e) the Warsaw Convention as amended at The Hague 1955 and by Additional Protocol No. 2 of Montreal 1975; and
 - (f) the Warsaw Convention as amended at The Hague 1955 and by Protocol No. 4 of Montreal 1975.
- 1.4 **"Cargo"** (which is equivalent to the term "Goods") means anything carried or to be carried in an aircraft or by another means of transportation including but not limited to, road or rail vehicles, except mail, or baggage carried under a passenger ticket and baggage check, but includes baggage moving under an Air Waybill or Shipment Record.
- 1.5 **"Carriage"** (which is equivalent to the term "Transportation") means carriage of Cargo by air or by surface transportation including, but not limited to, road or rail vehicles, whether gratuitously or for reward.
- 1.6 **"Carrier"** means the air carrier issuing the Air Waybill or preserving the Shipment Record and all the carriers that carry or undertake to carry the Cargo or to perform any other services related to such Carriage under the same Air Waybill.
- 1.7 **"Carrier's regulations"** means: such rules and regulations which may be issued and amended by the Carrier from time-to-time applicable to the transport of the Cargo.
- 1.8 **"Code-sharing"** is the use of a non-operative flight number concurrent with the operative flight number of another carrier performing the carriage.
- 1.9 **"Charges collect"** means the charges entered on the Air Waybill or Shipment Record for collection from the Consignee against delivery of the Shipment.

- 1.10 **"Conditions of carriage"** means these conditions of carriage.
- 1.11 **"Contract of carriage"** means the contract of carriage between the Carrier and the Shipper for the Carriage of the Cargo as set out in the Air Waybill and subject to these Conditions of Carriage which may be reflected in the Shipment Record.
- 1.12 **"Consignee"** means the person whose name appears on the Air Waybill or Shipment Record, as the party to whom the Shipment is to be delivered by the Carrier.
- 1.13 **"Customs clearance agent"** means a customs broker or other agent of the Consignee designated to perform customs clearance services.
- 1.14 **"Days"** means full calendar days, including Friday and Saturday in the GCC, and legal, public and bank holidays, provided that for purposes of notification the balance of the day upon which notice is dispatched shall not be counted.
- 1.15 **"Delivery service"** means the surface 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.
- 1.16 **"Force majeure"** means an unusual and unforeseeable circumstance beyond the Carrier's control, the consequences of which could not have been avoided even if reasonable care had been exercised.
- 1.17 **"House airway bill"** means the air waybill issued by a freight forwarder on receipt of Cargo from the Shipper agreeing to deliver the Cargo at the destination.
- 1.18 **"Indemnify"** means the commitment of the Shipper to fully indemnify and hold the Carrier, its officers, employees, Agents and authorised representatives harmless from any and all liability, claims, loss, delay, fines, penalties, damages, costs (including attorney's and investigator's fees) and expenses incurred by the Carrier in relation to any Shipper's obligation (and/or non-compliance of such obligation) or liability stipulated in these Conditions of Carriage, or otherwise arising. Any indemnity in these Conditions of Carriage which is for the benefit of the Carrier shall also extend to the benefit of the Carrier's affiliates, insurers, reinsurers, retrocessionaires, owners, Agents, sub-contractors, code-share and interline partners, and it and their respective employees, officers and directors, successors and assigns.
- 1.19 **"Indirect damages"** means special, incidental, consequential, remote or indirect loss or damage, including but not limited to loss of revenue, loss of profits, loss of business, depletion of goodwill and/or similar losses, loss of anticipated savings, finance costs, cost of capital, loss of contract, loss of use, loss or corruption of data or information.
- 1.20 **"IATA regulations"** means all regulations, directives and orders issued by International Air Transport Agency from time to time relating to the transport of cargo including but not limited to the IATA Dangerous Goods Regulations, IATA Perishable Cargo Regulations; IATA Live Animal Regulations, IATA Temperature Control Regulations, IATA Lithium Battery Regulations, and IATA ULD Regulations.

- 1.21 **"Pick-up service"** means the surface Carriage of outbound Shipments from the point of pick-up at the address of the Shipper or that of his designated agent to the airport of departure, including any incidental surface Carriage between airports.
- 1.22 **"Shipment"** (which is equivalent to the word "Consignment") means one or more packages, pieces or bundles of Cargo accepted by the Carrier from one Shipper at one time and at one address, receipted for in one lot and under a single Air Waybill or a single Shipment Record, except as otherwise provided herein, for Carriage to one Consignee at one destination address.
- 1.23 **"Shipment record"** means any record of the Contract of Carriage preserved by the Carrier, evidenced by means other than an Air Waybill.
- 1.24 **"Shipper"** (which is equivalent to the word "Consignor") means the person whose name appears on the Air Waybill or Shipment Record, as the party contracting with the Carrier for the Carriage of Cargo.
- 1.25 **"Special drawing right"** (or **SDR**) means Special Drawing Right as defined by the International Monetary Fund and the current value of this currency unit may be found in the financial pages of major newspapers. The rate used to convert SDRs into national currency is that which is published on the date on which the Air Waybill was executed.
- 1.26 **"ULD"** means a unit loading device which is used for the Carriage of Cargo.
- 1.27 **"Valuables"** as defined by the IATA Regulations and includes a Shipment which contains one or more of the following articles:
- (a) any article having a declared value of carriage of USD 1000.00 (or equivalent) or more, per gross kilogram; except in the United Kingdom GBP 450.00, or more per gross kilogram;
 - (b) furs, fur clothing and fur-trimmed clothing;
 - (c) art works;
 - (d) gold bullion (including refined and unrefined gold in ingot form), dore bullion, gold specie and gold in the form of grain, sheet, foil, powder, sponge, wire, rod, tube, circles, mouldings and castings, platinum, platinum metals (Palladium, iridium, ruthenium, osmium and rhodium) and platinum alloys in the form of grain, sponge, bar, ingot, sheet, rod, wire, gauze, tube and strip (but excluding those radioactive isotopes of the above metals and alloys which are subject to restricted articles labelling requirements);
 - (e) legal banknotes, traveller's cheques, securities, shares, promissory notes, share coupons and stamps (excluding mint stamps from United Kingdom) and ready for use bank cards and/or credit cards;
 - (f) diamonds, (including diamonds for industrial use), rubies, emeralds, sapphires, opals and real pearls (including cultured pearls);
 - (g) jewellery consisting of diamonds, emeralds, sapphires, opals and real pearls (included cultured pearls);
 - (h) jewellery and watches made of silver and/or gold and/or platinum; and

- (i) articles made of gold and/or platinum, other than gold and/or platinum plated.

2. Article 2 - Applicability

2.1 General

- 2.1.1 These Conditions of Carriage shall apply to all Carriage of Cargo, including all services incidental thereto, performed by or on behalf of the Carrier; provided however that if such Carriage is "International Carriage" as defined in the Applicable Convention (see 1.3) such Carriage shall be subject to the provisions of the Applicable Convention and to these Conditions of Carriage to the extent that these Conditions of Carriage are not inconsistent with the provisions of such Applicable Convention.

2.2 Applicable laws and the Carrier's tariffs

- 2.2.1 To the extent not in conflict with Article 2.1, all Carriage and other services performed by the Carrier are subject to:
 - (a) applicable laws (including national laws implementing an Applicable Convention or extending the rules of the Applicable Convention to Carriage which is not "International Carriage" as defined in the Applicable Convention) government regulations, orders and requirements;
 - (b) these Conditions of Carriage, Carrier's Regulations and other applicable tariffs, rules, regulations, IATA Regulations and timetables (but not the times of departure and arrival therein specified) of the Carrier which may be inspected at any of its offices and at airports from which it operates regular services;
 - (c) where the Carrier has entered into an e-freight agreement for Carriage of Cargo using electronic data interchange (**EDI**) (an "e-freight agreement") with a freight forwarder and that freight forwarder, as the Shipper or as agent for the Shipper, has issued a Shipment Record for a Shipment, the terms and conditions of that e-freight agreement; and
 - (d) where the Carrier and freight forwarder, as the Shipper or as agent for the Shipper, have signed and activated the multilateral e-AWB agreement in accordance with IATA Resolution 672 and the terms of IATA Resolution 600i are hereby adopted by reference.

2.3 Gratuitous Carriage

- 2.3.1 To the extent permitted by law, with respect to gratuitous Carriage, the Carrier reserves the right to exclude the application of all, or any part, of these Conditions of Carriage.

2.4 Charters

- 2.4.1 With respect to Carriage of Cargo performed pursuant to a charter agreement with the Carrier, such Carriage shall be subject to the Carrier's charter tariffs applicable thereto (if any) and these Conditions of Carriage shall not apply except to the extent provided in said charter tariff.

- 2.4.2 Where the Carrier has no charter tariff applicable to such charter agreement:
- (a) these Conditions of Carriage shall apply to such agreement except that the Carrier reserves the right to exclude the application of all or any part of these Conditions of Carriage; and
 - (b) in case of inconsistency between the applicable provisions of these Conditions of Carriage and the conditions contained or referred to in the charter agreement, the latter shall prevail and the Shipper, by accepting Carriage pursuant to a charter agreement, whether or not concluded with the Shipper, agrees to be bound by the applicable terms thereof.
- 2.5 **Change without notice**
- 2.5.1 These Conditions of Carriage and the published rates and charges are subject to change without notice except to the extent as 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 issuance of the Air Waybill by the Carrier or after the date the rate or charge for the Carriage has been entered in the Shipment Record.
- 2.6 **Effective rules**
- 2.6.1 All Carriage of Cargo governed by these Conditions of Carriage shall be subject to the Carrier's Regulations and tariffs in effect on the date of the issuance of the Air Waybill by the Carrier or on the date of the Shipment Record, whichever is applicable, provided that in the event of inconsistency between these Conditions of Carriage and the Carrier's Regulations and tariffs, these Conditions of Carriage shall prevail.
- 2.7 **Exemptions from liability to subsist**
- 2.7.1 All the rights, immunities and exemptions from liability in these Conditions of Carriage shall continue to have their full force and effect in all circumstances notwithstanding any breach of this contract or of any of its provisions by the Carrier or any other person entitled to benefit from such provisions and irrespective of whether such breach may constitute a material breach of contract or a breach of a material term.
- 2.8 **Severability**
- 2.8.1 It is hereby agreed that if any provision or part of any provision of these Conditions of Carriage is unenforceable, such unenforceability shall not affect any other part of such provision or any other provision hereof.

3. Article 3 - Acceptability of Goods for Carriage

- 3.1 **Cargo acceptable**
- 3.1.1 The Carrier undertakes to transport, subject to the availability of suitable equipment and space, all Shipments, unless otherwise excluded by the IATA Regulations and the Carrier's Regulations and provided:

- (a) 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;
- (b) they are packed in a manner suitable for Carriage by aircraft;
- (c) they are accompanied by the requisite shipping documents; and
- (d) they are not likely to endanger aircraft, persons or property, or cause annoyance to passengers.

3.1.2 The Carrier reserves the right in its sole discretion without assuming any liability at any time (including but not limited to whilst in transit) to refuse the Carriage of Cargo; or retain, cancel, defer or return any Shipment that is:

- (a) likely to cause damage or delay to other Cargo, Shipments, goods, the Carrier's aircraft, the Carrier's employees or third parties; or
- (b) the Carriage of which is prohibited by law or likely to be in violation of any of these Conditions.

3.1.3 The Carrier's acceptance Cargo or a Shipment does not imply that such Cargo or Shipment conforms to applicable laws and regulations or these Conditions.

3.2 Valuation limit of Shipment

3.2.1 The Carrier may at its sole and absolute discretion refuse Carriage of Shipments having a declared value for Carriage in excess of the amount specified in the Carrier's Regulations or as may be otherwise determined by the Carrier.

3.3 Packing and marking of Cargo

3.3.1 **Suitable and safe packing:** The Shipper is responsible for ensuring that the Cargo is packed in accordance with all the laws, regulations and the applicable IATA Regulations for the 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 persons, goods or property.

3.3.2 **Marking:** Each package shall be legibly and durably marked in accordance with the applicable IATA Regulations with the name and full address of the Shipper and Consignee.

3.3.3 **Valuable Cargo:** The Carriage of a Shipment containing Valuables must:

- (a) be pre-arranged with the Carrier with at least 24 hours advance notice otherwise it will not be accepted by the Carrier;
- (b) not be contained in a ULD previously assembled by a Shipper or its agent included as part of a mixed or consolidated Shipment;
- (c) be packed in sealed outside containers of boxes with measurements of 1728 cubic inches (e.g. 1 cubic foot) or more and of sufficient strength to permit stacking other freight around and on top and for money in coin form must be packed in sealed metal or wooden container;
- (d) be sealed if requested by the Carrier;

- (e) not depict its contents; and
- (f) comply with the Carrier's Regulations.

Should the Shipper or its agent, fail to accurately and fully declare the contents of a Shipment tendered that may contain Valuables or otherwise comply with this Article 3.3.3, the Shipper shall be liable in full for any loss or damage they may be incurred and shall Indemnify the Carrier.

3.3.4 Protection from exposure to weather: The Shipper is responsible for packing Cargo to protect it from all weather conditions to which it may be exposed, including but not limited to rain, wind, heat, dust, humidity and cold.

3.4 Cargo acceptable only under prescribed conditions

3.4.1 Dangerous goods, live animals, perishables, fragile goods, human remains, and other special Cargo are acceptable only under the conditions set forth by the IATA Regulations and Carriers Regulations applicable to the Carriage of such Cargo.

3.5 Responsibility for non-observance of Cargo carried subject to conditions

3.5.1 Responsibility for non-observance of any conditions relating to the Carriage of Cargo rests with the Shipper who shall Indemnify the Carrier.

3.6 Carrier's right of inspection

3.6.1 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 and assumes no liability with regard to such inspection or enquiry.

3.7 Unit Load Devices

3.7.1 Unless otherwise provided for by the Applicable Convention or law to the benefit of the rightful claimant, the Carrier shall not incur any liability for damage or loss of Shipment that was part of a ULD that was built solely by Shipper. For the avoidance of doubt, such ULD shall be considered as one single unit.

3.7.2 When the Shipper undertakes to load a ULD, the Shipper must comply with the Carrier's loading instructions and the Shipper assumes full liability for the following:

- (a) the build-up of the ULD;
- (b) the lack of readiness for Carriage status; and
- (c) if the Shipment does not correspond with documents and booked values.

3.8 Dangerous Goods

3.8.1 The Shipper shall not tender for Carriage any incendiary device, volatile, radioactive or explosive Cargo or Cargo which is or may become dangerous, inflammable, corrosive, toxic, or offensive or which is or may become liable to

damage any property whatsoever without presenting a full description disclosing the nature of such Cargo, and in any event the Shipper shall Indemnify the Carrier.

3.8.2 If, in the sole opinion of the Carrier, the Cargo becomes or is liable to become dangerous; inflammable, explosive, corrosive, toxic, volatile, offensive, or damaging in nature at any time:

- (a) the Cargo may be retained, destroyed, disposed of, abandoned or rendered harmless by the Carrier;
- (b) the Shipper shall be liable for and indemnify the Carrier for all costs incurred by the Carrier or any third party associated with such actions taken by the Carrier; and
- (c) the Carrier shall have no liability to the Shipper for any such action taken.

3.9 **Portable electronic tracking devices (PED)**

3.9.1 If the Shipper intends to fit the Shipment with a PED that is to remain active throughout the duration of the Carriage, including whilst on board the Carrier's aircraft, in addition to compliance with Article 3.8, at least 48 hours prior to the flight, the Shipper shall:

- (a) notify the Carrier of its intention to fit the Shipment with a PED;
- (b) provide the Carrier with all technical specifications of the PED; and
- (c) confirm in writing to the Carrier that the PED meets all applicable aviation safety standards and guidelines, including those issued by the Radio Technical Commission for Aeronautics (**RTCA**).

3.9.2 It is in the sole discretion of the Carrier whether it approves the use of the PED for the Carriage of the Cargo.

3.10 **Compliance with laws and regulations**

3.10.1 The Shipper warrants that:

- (a) it has complied with all the laws and regulations relating to the packaging, labelling, storage or Carriage of Cargo;
- (b) the Cargo has been packed in a manner adequate to withstand the ordinary risks of Carriage having regard to its nature;
- (c) it has, whether by its agent, subcontractor or otherwise, fully and adequately inspected the Cargo to ensure that there are no hidden, undeclared or inaccurately declared dangerous goods in the Shipment; and
- (d) it has verified the contents, accuracy and completeness of the EDI messages and subsequent messages for information provided in an Air Waybill by means of EDI.

- 3.10.2 The Shipper shall Indemnify the Carrier resulting from or arising out of the Shipper's failure to comply with each of these warranties, including but not limited to compliance with all applicable Dangerous Goods Regulations.

4. Article 4 - Documentation

4.1 Air Waybill

- 4.1.1 The Shipper shall make out or have made out on his behalf, an Air Waybill in the form, manner and number of copies prescribed by the Carrier, and shall deliver such Air Waybill to the Carrier simultaneously with the acceptance of the Cargo by the Carrier for Carriage or provide it to the carrier in electronic form.
- 4.1.2 All charges for Carriage and other charges, insofar as they have been ascertained, shall be inserted in the Air Waybill by the Carrier.
- 4.1.3 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.

4.2 Electronic Air Waybill

- 4.2.1 Subject to the destination, at the discretion of the Carrier, the Air Waybill may be issued and/or stored in electronic form and signed by electronic signature. Upon handing over the Cargo, the Air Waybill must be physically available.
- 4.2.2 The Carrier may electronically store (scan) open accompanying freight documents. After electronic storage, the Carrier may send accompanying freight documents requiring physical delivery directly to the place of destination, independent from the Carriage of the Cargo.

4.3 Shipment Record

- 4.3.1 The Carrier, with the express or implied consent of the Shipper, may substitute for the delivery of an Air Waybill 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 IATA Regulations a goods receipt permitting identification of the Shipment and access to the information contained in the Shipment Record.

4.4 Apparent condition/packing of the Cargo

- 4.4.1 If the apparent order and condition of the Cargo and/or packing is in any way defective the Shipper shall, if an Air Waybill is delivered, include on the Air Waybill a statement of such apparent order and condition.
- 4.4.2 If no Air Waybill is delivered the Shipper shall advise the Carrier of the apparent order and condition of the Cargo, to enable the Carrier to insert an appropriate reference thereto in the Shipment Record.
- 4.4.3 However, if the Shipper fails to include such statement in the Air Waybill 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, but the Carrier is under no obligation to do so.

4.5 Preparation, completion or correction by the Carrier

4.5.1 The Carrier may at the express or implied request of the Shipper, make out the Air Waybill in which event, subject to proof to the contrary, the Carrier shall be deemed to have done so on behalf of the Shipper.

4.5.2 The Carrier is authorised, but under no obligation, to complete or correct the Air Waybill or particulars or statements relating to the Cargo if:

(a) the Air Waybill handed over with the Cargo or the particulars and statements relating to the Cargo furnished by or on behalf of the Shipper to the Carrier for insertion in the Shipment Record do not contain all the required particulars; or

(b) the Air Waybill or such particulars or statements contain any error.

4.5.3 In circumstances where the Air Waybill is issued by a designated Agent of the Carrier, whether or not such Agent is also an agent of the Shipper, he is the Carrier's Agent solely for the purpose of issuing the Air Waybill, and for no other purpose.

4.5.4 If the House Air Waybill data was transferred to the Carrier and if the data contained incorrect entries, the Shipper (or Shipper's agent) agrees that for the purpose of implementing the Contract of Carriage the Carrier may correct and complete the data in the Shipper's (or Shipper's agent's) name and send a data-report regarding the amended entries to the Shipper or Shipper's agent.

4.5.5 The Shipper shall Indemnify the Carrier and/or the Agent, for any liability arising from the Carrier and/or the Agent's acts relating to this Article 4.5.

4.6 Responsibility for particulars

4.6.1 The Shipper is liable to the Carrier for the correctness of the particulars and statements relating to the Cargo inserted by him or on his behalf in the Air Waybill or furnished by him or on his behalf to the Carrier for insertion in the Shipment Record. Where such information is provided by means of 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 the Carrier, by reason of the irregularity, incorrectness or incompleteness of the particulars and statements furnished by the Shipper or on his behalf.

4.6.2 The Shipper's particulars as to value, unless no value is declared, shall be conclusive evidence, as against the Shipper and the Consignee, of the value of the Shipment. Where no value is declared, the Shipper warrants that the Shipment requires no special security or handling. A declaration of value made in accordance

with this Article 4.6.2 shall not be considered a special declaration of interest or value unless the conditions of Article 11.7 have been satisfied.

4.7 **Alterations**

- 4.7.1 Air Waybills, the writing on which has been altered or erased, need not be accepted by the Carrier. If accepted by the Carrier, the Carrier will be under no liability arising from, or in respect of, such alternations or erasures.

5. Article 5 - Rates and Charges

5.1 **Applicable rates and charges**

- 5.1.1 Rates and charges for Carriage governed by these Conditions of Carriage are those duly published by the Carrier and in effect on the date of the issuance of the Air Waybill by the Carrier or on the date the rate or charge for the Carriage has been entered in the Shipment Record.

5.2 **Basis of rates and charges**

- 5.2.1 Rates and charges will be based on the units of measurement and subject to the rules and conditions as may be published in the Carrier's Regulations and rate tariffs.
- 5.2.2 At the Carrier's discretion, the Cargo will be accepted by the Carrier with the rates and charges either prepaid or to be collected at the agreed destination. Upon acceptance of the Cargo by the Carrier, the rates and charges as (individually) communicated to the Shipper or the Shipper's agent in accordance with Article 4 will be applied for the purposes of invoicing the Shipper. In the event that the Shipper or the Shipper's agent delivers Cargo for transportation that does not match the description of the Cargo for which the rates and charges were calculated, the Carrier reserves the right to revise the rates and charges to those published.

5.3 **Services not included in published rates and charges**

- 5.3.1 Except as otherwise provided in the Carrier's Regulations, rates and charges apply only from airport to airport and do not include any ancillary service provided by the Carrier in connection with the Carriage, including but not limited to:
- (a) pick up, delivery and city terminal services to and from the airports from which the Carrier performs its services;
 - (b) storage fees;
 - (c) insurance fees;
 - (d) cash on delivery charges;
 - (e) advance charges;
 - (f) customs clearing charges incurred by any party;
 - (g) taxes, duties, charges or fines imposed or collected by competent authorities;

- (h) cost of repairing defective packaging;
- (i) rates and charges for the Carriage, loading, reloading or returning the Carriage of Cargo by other means of transportation, as well as rates and charges for return Carriage to the place of departure;
- (j) surcharges; and
- (k) any other services or charges.

5.4 **Payment of charges**

- 5.4.1 **Payment rate:** Rates and charges are published in the currency shown in the applicable rate tariffs, and may be paid in any currency acceptable to the Carrier. When payment is made in a currency other than in the currency in which the rate or charge is published, such payment will be made at the rate of exchange established for such purpose by the Carrier, the current statement of which is available for inspection at the Carrier's office where payment is made on request.
- 5.4.2 **Payment due:** Full applicable charges, whether prepaid or collect, fees, duties, taxes, charges, advances and payments, made or incurred or to be incurred by the Carrier and any other sums payable to the Carrier, will be deemed fully earned, whether or not the Cargo is lost or damaged, or fails to arrive at the destination specified in the Contract of Carriage. All such charges, sums and advances will be due and payable upon receipt of the Cargo by the Carrier, except that they may be collected by the Carrier at any stage of the service performed under the Contract of Carriage.
- 5.4.3 **Shipper's guarantee:** The Shipper guarantees payment of all unpaid charges, unpaid Charges Collect, advances and disbursements of the Carrier. The Shipper also guarantees all related costs and shall Indemnify the Carrier for any liability that may arise by reason of the inclusion in the Shipment of articles the Carriage of which is prohibited by law, or the illegal, incorrect or insufficient marking, numbering, addressing or packing of packages or descriptions of the Cargo, or the absence, delay or incorrectness of any export or import licence or any required certificate or document, or any improper customs valuation, or incorrect statement of weight or volume.
- 5.4.4 **Carrier's general lien:** Carrier shall have a lien on the Cargo for each of the foregoing and, in the event of non-payment thereof, shall have the right to dispose of the Cargo at public or private sale (provided that prior to such sale, the Carrier shall have provided written notice thereof to the Shipper or to the Consignee at the address stated in the Air Waybill) and to pay itself out of the proceeds of such sale any and all such amounts. No such sale shall discharge any liability on part of the Shipper to pay any outstanding amounts, for which the Shipper and the Consignee shall remain jointly and severally liable. By taking delivery or exercising any other right arising from the Contract of Carriage, the Consignee agrees to pay such charges, sums and advances, except any prepaid charges.
- 5.4.5 **Payment for excess:** If the gross weight, measurement, quantity or declared value of the Cargo exceeds the gross weight, measurement, quantity or declared value on which charges for Carriage have been previously computed, the Carrier shall be entitled to require payment of the charge on such excess.
- 5.4.6 **Charges Collect Shipment:** A Charges Collect Shipment will only be accepted in the Carrier's sole discretion; and subject to the Carrier's Regulations. In any event,

the Carrier reserves the right to refuse a Shipment on a Charges Collect basis to any country in its sole discretion, including but not limited to circumstances where regulations prevent the conversion of funds into other currencies or the transfer of funds to other countries. Information on countries to which Charges Collect services are available may be obtained from offices and representatives of the Carrier on request.

- 5.4.7 **Payments to be in cash:** All charges applicable to a Shipment are payable at the time of acceptance thereof by the Carrier (i) in the case of a prepaid Shipment, i.e. a Shipment on which the charges are to be paid by the Shipper, or (ii) at the time of delivery thereof by the Carrier in the case of a Charges Collect Shipment, i.e. a Shipment on which the charges are to be paid by the Consignee.
- 5.4.8 **Cancellation of Carriage for non-payment:** The Carrier may cancel the Carriage of the Shipment upon refusal by the Shipper, after demand by the Carrier, to pay the charges or portion thereof so demanded, without the Carrier being subject to any liability therefor.
- 5.4.9 **Compliance:** Except as otherwise agreed with the Carrier, any payment of charge shall be affected from a bank account located at a place of residence of the Shipper. Furthermore, any payment in cash shall not be accepted unless agreed in writing by the Carrier. In respect of payments to be received for any Shipment, the Shipper confirms his awareness of and warrants to comply with all applicable laws and regulations (including, but not limited to, tax regulations; anti-money laundering laws; anti-bribery laws; competition and anti-trust laws; and economic sanctions, laws, anti-boycott laws and trade restrictions imposed by the US, UN and EU from time to time) of every jurisdiction in which the Shipper is located and operates. The Shipper shall indemnify the Carrier in relation to any actual or alleged violation by the Shipper of such applicable laws, rules and regulations of every jurisdiction in which the Shipper is located and operates.

6. Article 6 - Shipments in Course of Carriage

6.1 Compliance with government requirements

- 6.1.1 The Shipper shall comply the Carrier's Regulations and with all applicable laws, IATA rules and regulations, customs and other government regulations of any country to, from, through or over which the Cargo may be carried, including those relating to the packing, Carriage or delivery of the Cargo, and shall, together with the Shipment, furnish such information and deliver such documents as may be necessary to comply with such laws and regulations.
- 6.1.2 The Shipper shall be solely responsible for obtaining any licenses or approvals required by the United Nations, the European Union (EU), the United States Government (USG) or any other competent government authority prior to Shipment.
- 6.1.3 The Shipper shall also make sure that no Shipment is consigned to any person or entities listed on the EU Consolidated List, on the USG's Consolidated Lists, including but not limited to USG's Office of Foreign Assets Control's Specially Designated Nationals List, or any other list of debarred parties issued by national or international authorities. The Carrier shall not be obliged to inquire into the correctness or sufficiency of such information or documents or into the validity of

such licenses or authorisation, but Shipper may not refuse to furnish any such information, documents, license or authorisations if required by the Carrier.

6.1.4 The Carrier shall not be liable to the Shipper or any other person for loss or expense due to Shipper's failure to comply with this Article 6.1.

6.1.5 The Shipper shall be liable to the Carrier for any damage occasioned by the failure of the Shipper to comply with this provision Article 6 and shall Indemnify the Carrier in relation to any actual or alleged violation by the Shipper of this Article 6.

6.1.6 The Carrier shall not be liable for refusing to carry any Shipment if the Carrier reasonably determines that such refusal is required by any applicable law, government regulation, demand, order or requirement.

6.2 Disbursements and customs formalities

6.2.1 The Carrier is authorised (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 Consignee shall be jointly and severally liable for the reimbursement thereof.

6.2.2 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.

6.2.3 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 original.

6.3 Schedules, routings and cancellations

6.3.1 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. Unless specifically agreed otherwise and so indicated in the Air Waybill or Shipment Record, 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. Carrier is hereby authorised to select or deviate from the route or routes of the Shipment, notwithstanding that the same may be stated on the face of the Air Waybill or in the Shipment Record.

6.3.2 The Carrier is not responsible for errors or omissions either in timetables or other representations of schedules.

6.3.3 No employee, Agent or representative of the Carrier is authorised to bind the Carrier by any statements or representations of the dates or times of departure or arrival, or of operation of any flight.

6.3.4 The Carrier may without notice substitute an alternate carrier(s), engage in Code-Sharing, or use surface transportation to carry the consignment, wholly or partly.

6.3.5 The Carrier reserves the right without notice or any liability, to cancel, terminate, divert, postpone, delay or advance any flight, or other means of transportation, or

the further Carriage of any Cargo, or to proceed with any flight, or other means of transportation, without all or any part of the Cargo, if it considers that it would be advisable to do so for the following reasons:

- (a) due to any fact beyond its control (including but not limited to threatened or announced: weather conditions, acts of God, Force Majeure, riots, political instability, embargoes, war, hostilities, civil commotion, unstable international conditions, terrorism or governmental warnings against any of the above); or
- (b) due to any fact not reasonably to be foreseen, anticipated or predicted at the time the Cargo was accepted; or
- (c) due to governmental regulations, orders or requirements, due to any shortage of labour, fuel or facilities; or
- (d) due to labour related difficulties of the Carrier or any third party deployed by it; or
- (e) if it considers that any other circumstances so require.

6.3.6 In the event any flight is cancelled, diverted, postponed, delayed or advanced or is terminated at a place other than the place of destination or in the event the Carriage of any Shipment is so cancelled, diverted, postponed, delayed, advanced or terminated, save as explicitly provided for in Article 11 of these Conditions of Carriage, the Carrier shall not be under any liability with respect thereto. 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 completed delivery under the Contract of Carriage, and the Carrier shall be without any further liability with respect thereto, except to give notice of the disposition of the Shipment to the Shipper or to the Consignee, at the address stated in the Air Waybill 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. The cost of doing so attaches to the Cargo and shall be paid by the Shipper.

6.3.7 Subject to applicable laws, regulations and orders, the Carrier is authorised to determine the priority of Carriage as between Shipments, and as between Cargo and mail or passengers. The Carrier may likewise decide to remove any articles from a Shipment, at any time or place whatsoever, and to proceed with the flight without them. If as a result of determining such priority, Cargo is not carried or Carriage thereof is postponed or delayed or if any articles are removed from a Shipment, the Carrier will not be liable to Shipper or Consignee or to any other party for any consequences therefor.

6.4 **Certain rights of the Carrier over the Shipment in course of Carriage**

6.4.1 If in the opinion of the 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 to another transportation service for onward Carriage to the Consignee. The Shipper shall Indemnify the Carrier against any expense or risk so incurred.

7. Article 7 - Shipper's Right of Disposition

7.1 Exercise of right of disposition

7.1.1 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 from time to time. Instructions as to disposition must be given (in writing) in the form prescribed by the Carrier. In the event that the exercise of the right of disposition results in a change of Consignee, such new Consignee shall be deemed to be the Consignee appearing on the Air Waybill or in the Shipment Record.

7.2 Shipper's option

7.2.1 Subject to his liability to carry out all his obligations under the Contract of Carriage and provided that this 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:

- (a) by withdrawing it at the airport of departure; or of destination; or
- (b) by stopping it in the course of the journey on any landing; or
- (c) 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 Air Waybill or Shipment Record; or
- (d) by requiring it to be returned to the airport of departure.

7.2.2 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 the Carrier shall thereafter be under no obligation to carry out any such order.

7.3 Payment of expenses

7.3.1 The Shipper shall be liable for and shall Indemnify the Carrier as a result of the exercise of his right of disposition. The Shipper shall reimburse the Carrier for any expenses occasioned by the exercise of his right of disposition.

7.4 Extent of the Shipper's right

7.4.1 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 Air Waybill, or otherwise shows his acceptance of the Cargo. Nevertheless, if the Consignee declines to accept the Air Waybill or the Cargo, or if he cannot be communicated with, such right of disposition shall continue to vest in the Shipper.

8. Article 8 - Delivery

8.1 Notice of arrival

8.1.1 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 Air Waybill or Shipment Record; such notice will be sent by electronic and/or telephonic means. The Carrier is not liable for non-receipt or delay in receipt of such notice.

8.2 Delivery of the Shipment

8.2.1 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, or his agent. Delivery to the Consignee shall be deemed to have been affected:

- (a) when the Carrier has delivered to the Consignee or his agent any authorisation from the Carrier required to enable the Consignee to obtain release of the Shipment; or
- (b) when the Shipment has been delivered to customs or other government authorities as required by applicable law or customs regulation; or
- (c) if applicable law or regulation does not require delivery to government authorities, when Consignee, its agent or person presenting Consignee's authority takes delivery of Cargo from the Carrier.

8.3 Place of delivery

8.3.1 Except as provided in Article 9.3 below, the Consignee must accept delivery of and collect the Shipment at the airport of destination or the respective facility as designated by the Carrier.

8.4 Failure of the Consignee to take delivery

8.4.1 Subject to the provisions of Article 8.5 below, if the Consignee refuses or fails to take delivery of the Shipment or refuses to pay Charges Collect after its arrival at the airport of destination, the Carrier will use its reasonable endeavours to comply with any instructions of the Shipper set forth on the face of the Air Waybill, or in the Shipment Record. If such instructions are not provided 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 no such instructions are received within thirty (30) Days, the Carrier may sell the Shipment in one or more lots at public or private sale, or destroy or abandon such Shipment.

8.4.2 The Shipper is liable and shall Indemnify the Carrier for all charges and expenses resulting from or in connection with the failure to take delivery of the Shipment, including, but not limited to:

- (a) any fines or charges issued by the applicable customs or other government authorities relating to any non-clearance of the Shipment for any reason; and
- (b) carriage charges incurred in returning the Shipment if required by the Shipper's instructions.

8.4.3 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' notice of its intention to do so.

8.5 Disposal of perishables

8.5.1 When a Shipment containing perishable, time sensitive or temperature sensitive articles (as may be further defined in the Carrier's Regulations) or live animals is delayed in the possession of the Carrier, is unclaimed or refused at the place of delivery, or for any other reason is threatened with deterioration, the Carrier may without notice and the Shipper shall Indemnify the Carrier in respect of the same, immediately take such steps as it sees fit for the protection of itself and any other third party, including but not limited to the following:

- (a) the destruction or abandonment of all or any part of the Shipment;
- (b) the sending of communications for instructions at the cost of the Shipper;
- (c) the storage and maintenance of the Shipment or any part thereof at the risk and cost of the Shipper; or
- (d) the disposition of the Shipment or any part thereof at public or private sale.

8.5.2 In the event of the sale of the Shipment as provided for in Article 8.5.1, either at the place of destination or at the place to which the Shipment has been returned, out of the proceeds of the sale the Carrier is authorised to pay to itself and such other third parties all charges, advances, and expenses of the Carrier and other transportation service providers plus the 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 remaining charges or debt owing to the Carrier.

8.6 Consignee's and Shipper's liability for costs and charges

8.6.1 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 may make delivery of the Shipment or the Air Waybill conditional upon payment of these costs and charges.

9. Article 9 - Pick-up and Delivery Services

9.1 Shipments

9.1.1 Shipments are accepted for Carriage from their receipt at the Carrier's Cargo terminal or airport office at the place of departure to the airport at the place of destination.

9.2 Availability of service

9.2.1 Pick-Up Service and Delivery Service will be available at the points, to the extent and subject to the rates and charges established for such services in accordance with the applicable Carrier's Regulations.

9.3 Request for service

9.3.1 Pick-Up Service, if available, will be provided when requested by the Shipper. Except when otherwise provided by the Carrier's tariffs, Delivery Service may be provided unless contrary instructions are given by the Shipper or by the Consignee. Such contrary instructions must be received by the Carrier prior to removal of the Shipment from the Carrier's airport terminal at destination.

9.4 Shipment for which service is unavailable

9.4.1 Pick-Up Service and Delivery Service will not be provided by the Carrier without special arrangement for any Shipment which, in the opinion of the Carrier, because of its volume, nature, value or weight is impractical for the Carrier to handle in normal course.

9.5 Liability

9.5.1 If a Pick-Up Service or Delivery Service is performed by or on behalf of the Carrier, such surface transportation shall be upon the same liability limits set forth in Article 11.

10. Article 10 - Successive Carriers

10.1 Carriage to be performed under one Contract of Carriage by several successive carriers is regarded as a single operation.

11. Article 11 - Carrier's Liability

11.1 The Carrier is liable to the Shipper, Consignee or any other person for damage sustained in the event of destruction or loss of, or damage to, or delay in the Carriage of Cargo only if the occurrence which caused the damage so sustained took place during the Carriage as defined under Article 1.

11.2 Except as may be otherwise provided in any Applicable Convention, the Carrier is not liable to the Shipper, Consignee or any other person having interest in the Cargo in tort or contract or bailment or otherwise for any damage, delay or loss of whatsoever nature directly or indirectly arising out of or in connection with the Carriage of Cargo or other services performed by the Carrier or its Agents, unless such damage, delay or loss is proved to have been solely caused by the gross negligence or wilful default or misconduct of the Carrier and there has been no contributory negligence on the part of the Shipper, Consignee or any other claimant.

11.3 The Carrier is not liable if the destruction, loss of or damage to Cargo is proved to have resulted from an inherent defect, quality, nature or vice of that Cargo.

11.4 The Carrier will not be liable for any loss, damage or expense arising from death due to natural causes or death or injury of any animal (as classified in the IATA Live Animal Regulations) caused by the conduct or acts of the animal itself or of other animals, including without limitation, 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.

- 11.5 The Carrier shall not be liable in any event for any Indirect Damages arising from Carriage subject to these Conditions of Carriage, whether or not the Carrier had knowledge that such loss or damage might be incurred.
- 11.6 If the damage 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, 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.
- 11.7 Subject to Article 11.2, unless the Shipper has made a special declaration of interest or value for Carriage and has paid the supplementary sum applicable, liability of the Carrier shall not exceed the Applicable Convention limit or, if no Applicable Convention applies, 22 SDRs per kilogram of Cargo destroyed, lost, damaged or delayed. If the Shipper has made a special declaration of interest or value for Carriage, it is agreed that any liability shall in no event exceed such special 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.
- 11.8 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 package or packages concerned. Nevertheless, when the loss, damage or delay of part of the Shipment, or of an object contained therein, affects the value of other packages covered by the same Air Waybill, the total weight of such package or packages shall also be taken into consideration in determining the limit of liability. In the absence of proof to the contrary, the value of any such part of the Shipment lost, damaged or delayed as the case may be, shall be determined by reducing the total value of the Shipment in the proportion that the weight of that part of the Shipment lost, damaged or delayed has to the total weight of the Shipment.
- 11.9 The Shipper and Consignee, whose property causes damage to or destruction of another Shipment or of the property of the Carrier, shall Indemnify the Carrier. 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 attaching to the Carrier.
- 11.10 A Carrier issuing an Air Waybill for Carriage over the lines of another Carrier does so only as agent for such other the Carrier. Any reference in a Shipment Record to Carriage to be performed by another Carrier shall be deemed to refer to Carriage to be provided as principal by such other Carrier. In such circumstances, the Carrier shall not be liable for the loss, damage or delay of the Cargo not occurring on its own line except that the Shipper shall have a right of action for such loss, damage or delay on the terms herein provided against the first Carrier, and the Consignee or other person entitled to delivery shall have such a right of action against the last Carrier under the Contract of Carriage.
- 11.11 Whenever the liability of the Carrier is excluded or limited under these Conditions of Carriage, such exclusion or limitation shall apply to Agents, servants or representatives of the Carrier and also to any other Carrier whose aircraft or other means of transportation is used for Carriage.

- 11.12 In those circumstances that the applicable national law does not provide a conversion of the French franc into the national currency as provided in the Applicable Convention, then the conversion rate shall be 1 SDR to 15 francs.
- 11.13 Unless otherwise provided for by the Applicable Convention, the Carrier is not liable to the Shipper, Consignee or any other person for the loss, damage or delay of the Cargo in the case of the following:
- (a) Cargo or Shipments suffering deterioration or decay due to change of climate, temperature, altitude or for any other usual circumstance or due to the duration of the agreed Carriage time are taken on by the Carrier to the exclusion of any liability for loss or damage caused by deterioration or decay; or
 - (b) defective packing of the Cargo performed by any person other than Carrier or its Agents, servants or representatives; or
 - (c) due to any fact beyond its control (including but not limited to threatened or announced: weather conditions, acts of God, Force Majeure, riots, political instability, embargoes, war, hostilities, civil commotion, unstable international conditions, terrorism or governmental warnings against any of the above); or
 - (d) an act of public authority carried out in connection with the entry, exit or transit of the Cargo; or
 - (e) in the case of delay, the Carrier proves that it and its Agents, servants or representatives took all reasonable measures to prevent the delay or that it or they were not able to take such measures.

12. Article 12 - Limitations on Claims and Actions

- 12.1 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.
- 12.2 No action shall be maintained in the case of loss, damage or delay to goods unless a complaint is made to the Carrier in writing by the person entitled to delivery. Such complaint shall be made:
- (a) in the case of damage, loss or partial loss and damage of the goods, immediately after its discovery and at the latest within fourteen (14) Days from the date of receipt of the goods;
 - (b) in the case of delay, within twenty-one (21) Days from the date on which the goods were placed at the disposal of the person entitled to delivery; and
 - (c) in the case of non-delivery of the goods, within one hundred and twenty (120) Days of the date of issue of the Air Waybill or the date of the Shipment Record, whichever is applicable.
- 12.3 Any right to damages against the Carrier shall be extinguished if an action is not brought within two (2) years of the date of arrival at destination, or from the date on which the aircraft was scheduled to arrive, or the date on which the Carriage stopped.

- 12.4 If the Shipper or Shipper's agent identify any mistake or omission in any documents relating to the Shipment including, but not limited to, the Air Waybill and the Shipment Record, it must inform the Carrier as soon as possible. The Carrier is authorized to rectify any such mistakes or omissions without the Shipper or Shipper's agent's consent.

13. Article 13 - Personal data

- 13.1 We will process your personal data in accordance with our privacy policy, which can be found on our Website at <https://www.flydubai.com/en/information/policies/privacy-policy>.

14. Article 14 - Overriding Law

- 14.1 Insofar as any provision contained or referred to in the Air Waybill or Shipment Record or these Conditions of Carriage may be contrary to mandatory law, government regulations, orders or requirements, such provision shall remain applicable to the extent that it is not overridden thereby. The invalidity of any such provision shall not affect any other part.

15. Article 15 - Modification and Waiver

- 15.1 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 Conditions of Carriage.

16. Article 16 - Interpretation

- 16.1 These Conditions of Carriage may be reproduced in several languages. If there is any inconsistency between the English text and a non-English text, the English text will apply unless applicable local law requires otherwise. The English text can be viewed on our website.
- 16.2 Sometimes decisions may have to be made in circumstances where limited time is available and no proper opportunity exists to carry out any or sufficient enquiries of the Shipper. As a result, any such decision made by the Carrier will be final and binding on Shipper even if subsequently proved to be incorrect, provided that at the time the Carrier made its decision the Carrier had reasonable grounds for believing that it was correct.
- 16.3 All dates and periods of time referred to in these Conditions of Carriage will be ascertained in accordance with the Gregorian calendar unless stated otherwise.
- 16.4 The title of each Article of these Conditions of Carriage is for convenience only and is not to be used for interpretation of the text.