



**GENERAL CONDITIONS OF
CARRIAGE FOR CARGO**

THIS CONDITIONS OF CARRIAGE SHALL TAKE EFFECT ON 1 OCTOBER 2022

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ARTICLE 1

DEFINITIONS

In these Conditions, except where the context otherwise requires or where it is otherwise expressly provided, the following expressions have the meanings respectively assigned to them, that is to say;

- 1.1 'Agent' Except when the context otherwise requires, any person who has authority, expressor implied, to act for or on behalf of the Carrier in relation to the carriage of cargo
- 1.2 'Air Waybill' which is equivalent to the term air consignment note, means the document entitled "Air Waybill/Consignment Note" made out by or on behalf of the Shipper which evidences the contract between the Shipper and Carrier for carriage of cargo over routes of Carrier. In the interpretation of this Conditions of Carriage, the meaning of Air Waybill shall include e-Airway Bill which is the electronic form of the paper Air Waybill in accordance with IATA resolution 600i.
- 1.3 'Applicable Convention' The Conventions as applicable under the Carriage by Air Act 1974
- 1.4 'Cargo' which is equivalent to the term goods, means anything carried or to be carried in an aircraft, other than mail or baggage; provided, that unaccompanied baggage moving under an air waybill is cargo.
- 1.5 'Carriage' which is equivalent to transportation, means carriage or cargo by air, gratuitously or for reward.
- 1.6 'Carrier' includes the air carrier issuing the Air Waybill and all air carriers that carry or undertake to carry the cargo under such Air Waybill or to perform any other services related to such air carriage.
- 1.7 'Charges collect' means the charges entered on the air waybill for collection from Consignee due to Carrier against the delivery of consignment.
- 1.8 'City terminal Service' means the surface carriage of consignments between Carrier's city handling station and the airport of departure or destination, as the case may be.
- 1.9 'Consignment' means one or more pieces of goods accepted by the Carrier from one Shipper at one time and at one address, receipted for in one lot and moving on one air waybill to one Consignee at one destination address.
- 1.10 'Consignee' means the person whose name appears on the Air Waybill or Shipment Record as the party to whom the consignment is to be delivered by the Carrier.
- 1.11 'Customs consignee' which is equivalent to the term Customs Clearance Agent, means a Customs Broker or other agent of the consignee designated to perform customs clearance services for the Consignee.

- 1.12 'Days' means full calendar days, including Sundays and public holidays; provided, that for purposes of notification the balance of the day upon which notice is dispatched shall not be counted.
- 1.13 'Delivery service' means the surface carriage of inbound consignments 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.
- 1.14 'Pick-up service' means the surface carriage of outbound consignments from the point of pick-up to the airport of departure.
- 1.15 'SDR' means Special Drawing Rights as defined by the International Monetary Fund.
- 1.16 'Shipment Record' any record or carriage preserved by the Carrier, evidenced by means other than an Air Waybill.
- 1.17 'Shipper' which is equivalent to the term Consignor, means the person whose name appears on the air waybill as the party contracting with Carrier for the carriage of cargo.

ARTICLE 2 APPLICABILITY

- 2.1 General Except as excluded by Carrier's regulations in relation to carriage wholly on its own domestic services, these conditions 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 an "International Carriage" within the meaning and as defined in the Applicable Convention, such carriage shall be subject to the provisions of the Applicable Convention and to these conditions to the extent that these conditions are not inconsistent with the provisions of such Convention .
- 2.2 Applicable Laws & Tariffs Without prejudice to Article 2.1 above, all carriage of cargo including all services incidental thereto are subject to:
- 2.2.1 All applicable laws of any relevant legal jurisdiction or country, including but not limited to security, customs, import, export, sanctions, restricted commodities, public health, aviation and all other applicable statutes, governmental regulations and directives, orders, and requirements (including national laws implementing the Applicable Convention which is not "International Carriage" as defined in the Applicable Convention); and
- 2.2.2 These conditions and other applicable tariffs, rules, regulations and timetables (but not the times of departure and arrival therein specified) of carrier which may be inspected at any of its offices and at airports from which it operates regular services.
- 2.3 Gratuitous Carriage With respect to gratuitous carriage, Carrier reserves the right to exclude the application of all or any part of these conditions.

- 2.4 Charter Agreement With respect to carriage of cargo performed pursuant to a charter agreement with a Carrier, such carriage shall be subject such Carrier's charter tariff and conditions applicable thereto, if any, and this tariff and conditions shall not apply except to the extent provided in said charter tariff and conditions. Where a Carrier has no charter tariff or conditions applicable to such charter agreement, these conditions shall apply to such agreement except that the Carrier reserves the right to exclude the application of all or any part of these conditions, and, in case of divergence between the applicable provisions of these conditions 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 These conditions and the published rates and charges are subject to change without notice except to the extent otherwise provided by applicable law or government regulations or order; provided, however, that no such change shall apply to a contract of carriage after the date of issuance of the air waybill by Carrier.
- 2.6 Effective Rules All carriage of cargo governed by these conditions shall be subject to Carrier's rules, regulations and tariffs in effect on the date of issuance of the air waybill by Carrier.

ARTICLE 3

ACCEPTABILITY OF GOODS FOR CARRIAGE

- 3.1 Cargo Acceptable The Carrier undertakes to transport, subject to the availability of suitable equipment and space, all consignments other than those restricted in these terms and conditions or otherwise excluded by the Carrier's regulations and provided that:
- 3.1.1 the transportation, or the exportation, transit, or importation thereof is not prohibited by the applicable laws or regulations of any country to be flown, from, to or over;
 - 3.1.2 they are packed in a manner ready for carriage as required by the issuing Carrier and any subsequent Carrier;
 - 3.1.3 they are accompanied by the requisite shipping documents; and
 - 3.1.4 they are not likely to endanger aircraft or any other means of transportation, persons or property, or cause annoyance to passengers.
- 3.2 Cargo Refusal In addition to any other right, remedy or requirement in these conditions, the Carrier reserves the right, without assuming any liability whatsoever, to refuse carriage of cargo when it determines circumstances so require.

3.3 Carrier's Regulation	Our terms and conditions, other than these conditions of carriage, publish by us, and in effect on the date of AirWaybill issued, governing carriage of baggage and shall include any applicable tariff in force. A copy of relevant terms and conditions may be viewed or downloaded from our website at https://www.maskargo.com , including but not limited to updated The Air Cargo Tariff Manual Rules ("TACTM Rules") at the point the AWB issued.
3.4 Valuation Limits of Consignment	No consignment having a declared value in excess of the amount specified in Carrier's regulations will be accepted for carriage unless a special arrangement therefore has been made in advance between the Shipper and Carrier.
3.5 Booking Confirmation	All consignment must be booked with the Carrier and are subject to a booking confirmation and to the availability of suitable equipment and space unless otherwise agreed by the Carrier.
3.6 Packing and Marking of Cargo	The Shipper is responsible for ensuring that the Cargo is packed in an appropriate way for carriage so as to ensure safe carriage with ordinary care in handling and so as not to injure or damage any persons, goods or property. Each package shall be legibly and durably marked with the name and full street address of the Shipper and consignee.
	<p>3.6.1 Cargo not packed in accordance with IATA/ICAO regulations, or in contravention of any restricted commodity, security, public health or other regulation or procedure, applicable laws or the Carrier's policies, procedures and/or guidelines issued or published from time to time, or with incorrect, incomplete or inappropriate documentation, including but not limited to customs or equivalent documentation or declarations or other importation or exportation forms and governmental paperwork, or improper packaging may not be carried and the Carrier reserves the right to refuse the transportation of such Cargo.</p>
	<p>3.6.2 Packages containing valuables as defined in Carrier's Regulation must be sealed with security seal, or by other sealing methods approved by Carrier.</p>
3.7 Restrictions to Shipment	The Carrier shall not be required to accept booking, provide or be responsible for carriage performed based on wrong or incomplete information at the time of booking irrespective of what is stated in the Air Waybill with respect to any cargo or consignment, and the Carrier further reserves the right to refuse a booking in relation to:
	<p>3.7.1 dangerous goods specified in and subject to the ICAO Technical Instructions for the Safe Transportation of Dangerous Goods by Air as may be affected from time to time by the IATA Dangerous Goods Regulations, or as otherwise specified by the applicable law, regulation or the Carrier's procedures and/or guidelines issued or published from time to time;</p>

	3.7.2 military goods or dual-use items without the appropriate licenses, permits or other approvals.
3.8 Cargo Acceptable only under Prescribed Conditions	Dangerous goods, live animals, perishables, fragile goods, human and other restricted and/or sensitive cargo as specified in the Carrier's regulations relating to the carriage of restricted cargo are acceptable only under the conditions set forth therein and/or under Carriers' policies, procedures and/or guidelines issued or published from time to time.
3.9 Responsibility for Non-Observance Conditions to Restricted Cargo	Responsibility for the non-observance of the conditions relating to the carriage of cargo rests upon the Shipper and the owner of the cargo who jointly and severally agree to indemnify Carrier for any loss, damage, delay, liability or penalties it may incur because of carriage of any such cargo.
3.10 Carrier's Right of Inspection	The Carrier reserves the right to examine the packaging and contents of all consignments and to inquire into the correctness or sufficiency of information or documents tendered in respect of any consignment, but Carrier shall be under no obligation to do so.
3.11 Unit Load Devices (ULD)	When the Shipper undertakes to load a unit load device ("ULD"), it must comply with Carrier's loading instructions and shall be liable for and indemnify Carrier against all consequences of any non-compliance with such instructions.

ARTICLE 4

DOCUMENTATION

4.1 Air Waybill	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 Carrier, and shall deliver such Air Waybill to Carrier simultaneously with the acceptance of the cargo by Carrier for carriage. However, charges for carriage and other charges, insofar as they have been ascertained, shall be inserted in the Air Waybill by Carrier. Interline or equivalent arrangements may also be agreed between Carrier and Shipper, in which case the terms of such arrangement shall apply to the extent the same are inconsistent with these conditions, but in all other respects these conditions shall apply. 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 or when all of the consignment cannot be carried in one aircraft or cannot, without breach of government requirements or regulations of Carrier, be carried on one Air Waybill. The Shipper shall be responsible to use the latest version of the Air Waybill as notified by Carrier.
4.2 Shipment Record	The Carrier, with the express or implied consent of the Shipper, may substitute for the delivery of an Air Waybill with a Shipment Record to preserve a record of the carriage to be performed. If a Shipment Record is used, the Carrier shall, if requested by Shipper, deliver to the Shipper a receipt for the cargo permitting identification of the consignment and access to the information contained in the Shipment Record, in each case in accordance with the Carrier's regulations.

4.3 Apparent Order and Condition/Packing of Cargo	If the apparent order and condition of the cargo and/or packing is in any way defective or deficient, the Shipper shall insert in the air waybill a statement of the apparent order and condition. However, if the Shipper fails to do so, or if such statement is inaccurate, Carrier may insert in the Air Waybill a statement of the apparent order and condition or note a correction thereon.
4.4 Preparation, Completion Or Correction by Carrier	The Carrier may at the request of the Shipper, expressed or implied, make out the Air Waybill, in which event, subject to proof to the contrary, Carrier shall be deemed to have done so on behalf of the Shipper. If the Air Waybill handed over with the cargo does not contain all the required particulars, or if it contains any error, Carrier is authorized to complete or correct it to the best of Carrier's ability without being under any obligation to do so.
4.5 Responsibility for Particulars	The Shipper is responsible to Carrier and all other persons for the correctness and completeness of the particulars and statements which he inserts in the Air Waybill, or which Carrier or authorized third party inserts on his behalf. Where such information is provided by means of Electronic Data Interchange ("EDI"), it is the responsibility of the Shipper or the Shipper's agent to verify contents, accuracy and completeness of the EDI messages and subsequent messages according to the agreed standards and specifications. The Shipper shall be liable for all damages suffered by Carrier or any other person by reason of the irregularity, incorrectness or incompleteness of said particulars or statements, whether the Air Waybill was made out by or on behalf of the Shipper or by Carrier (or completed by Carrier) on behalf of the Shipper.
4.6 Alterations	Air Waybills which has been tempered, altered or erased need not be accepted by the Carrier.

ARTICLE 5

RATES AND CHARGES

5.1 Applicable Rates and Charges	Rates and charges for carriage governed by these conditions are those duly published by Carrier and in effect on the date of the issuance of the Air Waybill by Carrier, or on the date the rate or charge for the carriage has been entered in the Shipment Record. Such rates and charges are applicable to routings published in connection with these conditions and are not applicable for such periods as service is not available between the points named.
5.2 Basis of Rates and Charges	Rates and charges will be based on the units of measurement agreed or otherwise subject to the rules and conditions published in the Carrier's regulations and rate tariffs.
5.3 Rates and Charges Services Not Included	Except as otherwise provided in Carrier's regulation, rates and charges apply only from airport to airport and do not include any ancillary service given by Carrier in connection with the air carriage.
5.4 Payment of Rates and Charges	5.4.1 Rates and charges are agreed or otherwise published in the currency shown in the applicable rate tariffs and may

be paid in any currency acceptable to Carrier. When payment is made in a currency other than in the currency in which the rate or charge is published subject to Carrier's consent, such payment will be made at the rate of exchange established for such purpose by Carrier. The provisions of this article are subject to applicable exchange laws and government regulations.

- 5.4.2 Full applicable charges, whether prepaid or collect, fees, duties, taxes, charges, advances and payment, made or incurred or to be incurred by Carrier and any other sums payable to 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 air waybill. All such charges, sums and advances will be due and payable upon receipt of the cargo by Carrier, except that they may be collected by Carrier at any stage of the service performed under the air waybill.
- 5.4.3 With respect to any charges, expenses or disbursements which cannot be determined at the time when the cargo is handed over for carriage, Carrier may require the Shipper to deposit with Carrier a sum estimated by Carrier to be sufficient to cover such charges, expenses and disbursements. Any balance due from Carrier to the Shipper or from the Shipper to Carrier in connection with such deposit shall be paid after completion of the contract of carriage and determination of the exact amount of such expenses and disbursements.
- 5.4.4 The Shipper guarantees payment of all unpaid charges, unpaid charges collect, advances and disbursements of Carrier. The Shipper also guarantees payment of all costs, expenditures, fines, penalties, loss of time, damages and other sums which Carrier may incur or suffer by reason of the inclusion on the consignment of articles the carriage of which is prohibited by law, or the illegal, incorrect or insufficient marking, numbering, addressing or packing of packages or description of the cargo, or the absence, delay or incorrectness of any export or import license or any required certificate or document, or any improper customs valuation, or incorrect statement of weight or volume. By taking delivery or exercising any other right arising from the contract of carriage, the consignee agreed to pay such charges, sums and advances, except, prepaid charges; but this shall not discharge the Shipper's guarantee to pay the same. Carrier shall have to 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 Carrier shall have mailed 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, however, discharge any liability to pay any deficiencies, for which the Shipper and the consignee shall remain jointly and severally liable. No such lien or right of sale, and no right of Carrier to collect any of the foregoing shall be in any way affected, lost or prejudiced

by reason of the acknowledgement of payment, if not actually paid, so far as concerns the right of Carrier to collect any of the foregoing, by reason of the delivery of the cargo or the surrender of the possession thereof.

5.4.5 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, Carrier shall be entitled to require payment of the charge on such excess.

5.4.6 Charges collect consignments will be accepted only to countries listed in Carrier's regulations and subject to the conditions contained therein. In any event Carrier reserves the right to refuse consignments on charges collect basis to any country 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 service is available may be obtained from offices and representatives of Carrier.

5.5 Payment Date

All charges applicable to a Consignment are payable at the time of acceptance thereof by Carrier in the case of a prepaid consignment, i.e. a Consignment on which the charges are to be paid by the Shipper, or at the time of delivery thereof by the carrier in the case of a collect Consignment i.e. a Consignment on which the charges are to be paid by the Consignee.

5.6 Consignment Cancellation

Carrier may cancel the carriage of the consignment upon refusal of the shipper, after demand by carrier, to pay the charges or portion thereof so demanded, without Carrier being subject to any liability whatsoever.

5.7 Service Charge

In addition to the weight (or volume) charge or valuation charge and/or value surcharged referred to heretofore, service charges will be assessed when applicable to the consignment in accordance with Carrier's regulations.

ARTICLE 6

CONSIGNMENTS IN COURSE OF CARRIAGE

6.1 Compliance with Government Requirements

6.1.1 The Shipper represents and warrants that it is not controlled by a party subject to applicable sanctions legislation, and that it shall comply with all applicable laws 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 of 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 shall not be obliged to inquire into the correctness or sufficiency of such information or documents, but Shipper may not refuse to furnish such information or documents if requires by Carrier

including, but not limited to, further information relating to the identity and details of both the Shipper and the Consignee. Carrier shall not be liable to the Shipper or any person for loss or expense due to Shipper's failure to comply with this provision.

6.1.2 Carrier shall not be liable for refusing to carry any consignment if Carrier in good faith reasonably determines that what it understands to be the applicable law, government regulation, demand, order or requirement require that it refuse and it does refuse to carry a consignment.

6.2 Disbursements and Customs Formalities

Carrier is authorized (but shall be under no obligation) to advance any duties, taxes or charges and to make any disbursements with respect to the cargo and the Shipper, owner and consignee shall be jointly and severally liable for the reimbursement thereof. No Carrier shall be under obligation to incur any expense or to make any advance in connection with the forwarding or re-forwarding of the cargo except against prepayment by the Shipper. If it is necessary to make customs entry of the cargo at any place, the cargo shall be deemed to be consigned at such place to the person named, to the Carrier carrying the cargo to such place or to such customs consignee, if any, as such Carrier may designate. For any such purpose a copy of the air waybill, certified by Carrier, shall be deemed an original.

6.3 Customs Procedure

A consignment crossing national borders must be cleared through customs in the destination country prior to delivery to the Consignee. In addition to the Air Waybill or Shipment Record, it is the Shipper's responsibility to ensure that all necessary documentation is provided and accurately completed in compliance with all applicable customs, import and export laws and government regulation. Such documentation must be issued prior to carriage and presented by the Shipper to the Carrier. The Carrier reserves the right to request and receive all customs documentation, including but not limited to import release note, tax assessment, transit documentation, etc, from the Shipper and/or destination freight forwarder. In the event of any failure to provide and/or to complete accurately all customs documentation, the Carrier will assume no liability to the Shipper or any other person for any loss, expense or delay due to the Shipper's failure to comply with this provision.

6.4 Schedules, Routings And Cancellations

6.4.1 Times shown in timetables or elsewhere are approximate and not guaranteed and form no part of the contract of carriage. No time is fixed for the commencement or completion of carriage or delivery of cargo. Unless otherwise provided in Carrier's regulations, Carrier 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 and Carrier is hereby authorized to select or deviate from the route or routes of consignment, notwithstanding that the same may be stated on the face of the air waybill. Carrier is not responsible for errors or omissions either in timetables or other representation of schedules. No employee, agent or representative of Carrier is authorized to bind Carrier by any statements or

representations of the dates or times of departure or arrival, or of the operation of any flight.

6.4.2 Carrier is authorised to carry the consignment without notice wholly or partly by any other means of surface transportation and/or substitute alternate Carriers or aircraft.

6.4.3 Carrier reserves the right without notice, to cancel, terminate, divert, postpone, or delay, any flight or the further carriage of any cargo or to proceed with any flight without all or any part of the cargo, if it considers that it would be advisable to do so because of any fact beyond its control or not reasonably to be foreseen, anticipated, or predicted at the same time the cargo was accepted; or if it considers that any other circumstances so require.

6.4.4 In the event any flight is so cancelled, diverted, postponed, delayed or advanced or is terminated at the place other than the place of destination or in the event the carriage of any consignment is so cancelled, diverted, postponed, delayed, advanced or terminated by virtue of Article 6.4.3, Carrier shall not be under any liability with respect thereto. In the event the carriage of the consignment or any part thereof is so terminated, delivery thereof by Carrier to any transfer agent for transfer or delivery or the placing of such consignment in storage shall be deemed complete delivery under the Air Waybill, and Carrier shall be without any further liability with respect thereto, except to give notice of the disposition of the consignment to the Shipper or to the Consignee at the address stated in the Air Waybill. Carrier may, but shall not be obligated to, forward the consignment for carriage by any other route or forward the consignment 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.

6.4.5 Subject to applicable government laws, regulations and orders, Carrier is authorized to determine the priority of carriage as between consignments and other cargo, mail and passengers and to decide which articles shall be carried and which articles shall not be carried or shall be removed at any time or place whatsoever and to proceed with any flight without all or any part of the goods in one consignment.

6.5 Certain Rights of Carrier over Consignment in Transit

If in the opinion of Carrier it is necessary to hold the consignment at any place for any purpose, either before, during or after transit, Carrier may, upon giving notice thereof to the Shipper at the address stated in the Air Waybill, store the consignment 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 Carrier may deliver the consignment to another transportation service for onward carriage to the Consignee. The Shipper, shall be liable for and indemnify Carrier against any expense or risk so incurred.

ARTICLE 7

SHIPPER'S RIGHT OF DISPOSITION

- 7.1 Exercise of Right of Disposition
- Every exercise of the right of disposition must be made by the Shipper or his designated agent, if any, and must be applicable to the whole consignment under a single Air Waybill. The right of disposition over the cargo may only be exercised if the Shipper or such agent produces the part of the Air Waybill so delivered to him. Instruction as to disposition must be given in writing in the form prescribed by 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.
- 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 a way as to prejudice Carrier or other Shippers, the Shipper may dispose of the cargo either:
- (a) By withdrawing it at the airport of departure or of destination;
 - (b) By stopping it in the course of the journey on any landing;
 - (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
 - (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, Carrier shall so inform him promptly and the Carrier shall then henceforth under no obligation to carry out such order. The cost of so doing attaches to the cargo.
- 7.3 Payment of Expenses
- The Shipper shall be liable for and shall indemnify Carrier for all loss or damage suffered or incurred by Carrier as a result of the exercise of his right of disposition. The Shipper shall reimburse Carrier for any expenses occasioned by the exercise of his right of disposition.
- 7.4 Extent of Shipper's Right
- The Shipper's right of disposition shall cease at the moment when, after arrival of the cargo at the destination, the Consignee takes possession or requests delivery of the cargo and/or the Air Waybill, or otherwise shows his acceptance of the cargo and/or the Air Waybill. 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.

ARTICLE 8

DELIVERY

- 8.1 Notice of Arrival Notice of arrival of the consignment will, in the absence of other instructions, be sent to the consignee or any other person whom Carrier has agreed to notify as evidenced in the Air Waybill or Shipment Record; such notice will be sent by ordinary methods. Carrier is not liable for non-receipt or delay in receipt of such notice.
- 8.2 Delivery of Consignment Except as otherwise specifically provided in the Air Waybill or Shipment Record, delivery of the consignment will be made only to the Consignee or his agent named therein. Delivery to the Consignee shall be deemed to have been effected;
- 8.2.1 when the consignment has been delivered to customs or other government authorities as required by applicable law or customs regulation; and
- 8.2.2 when Carrier has delivered to the Consignee or his agent any authorization from Carrier required to enable the Consignee to obtain release of the consignment.
- 8.3 Place of Delivery The Consignee must accept delivery of and collect the consignment at the airport of destination of the respective facility as designated by the Carrier.
- 8.4 Failure of Consignee to Take Delivery
- 8.4.1 Subject to the provisions in Article 8.5 hereof, if the consignee refuses or fails to take delivery of the consignment after its arrival at the place of delivery, Carrier will endeavour to comply with any instructions of the Shipper set forth on the face of the Air Waybill. If no such instructions are so set forth, or if such instructions reasonably cannot be complied with, 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, Carrier may:
- (a) Return the consignment on its own services or on any other transportation service to the airport of departure, there to await instructions of the Shipper, with additional cost (if any) to be borne by the Shipper: or
- (b) After holding the consignment for a period of not less than 30 days, sell such consignment in one or more lots at public or private sale.
- 8.4.2 The Shipper and owner are liable for all charges and expenses resulting from or in connection with the failure to take delivery of the consignment, including, but not limited to, carriage charges incurred in returning the consignment. If the consignment is returned to the airport of departure and the Shipper or owner refuses or neglects to make such payments within fifteen (15) days after such return, Carrier may dispose of the consignment or any part after giving the Shipper at the

address stated on the Air Waybill ten (10) days' notice its intention to do so.

8.4.3 The disposal of any consignment shall, however, not discharge the Shipper and/or owner of any liability hereunder to pay any outstanding, owing or deficiencies.

8.5 Disposal of Perishable When a consignment containing perishable articles is delayed in the possession of Carrier, is unclaimed or refused at place of delivery, or for other reasons is threatened with deterioration, carrier may immediately take such steps as it sees fit for the protection of itself and other parties in interest, including but not limited to the destruction or abandonment of all or any part of the consignment, the sending of communications for instructions at the cost of the Shipper, the storage of the consignment or any part thereof at the risk and cost of the Shipper, or the disposition of the consignment or any part thereof at public or private sale without notice. The proceeds of any such sale shall be subject to the payment to Carrier of all accrued charges and expenses.

8.6 Responsibility for Charges By accepting delivery of the Air Waybill and/or the consignment, the Shipper 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. Carrier may make Air Waybill or delivery of the cargo conditional upon payment of these costs and charges.

ARTICLE 9

SUCCESSIVE CARRIERS

9.1 Consignments Carriage to be performed under one Air Waybill by several successive Carriers (interline) is regarded as single operation.

ARTICLE 10

CARRIER'S LIABILITY

10.1 Time of Damage 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 define under Article 1.

10.2 Limitation To the extent provided by the Applicable Convention, the Carrier's liability shall be limited to the amount stipulated in such Applicable Convention, notwithstanding the existence of negligence or wilful misconduct of the Carrier.

10.3 Liability Except as may be otherwise provided in the Applicable Convention, Carrier is not liable to the Shipper or to any other person for any damage, delay or loss of whatsoever nature (hereinafter in these conditions collectively referred to as "damage") arising out of or in connection with the carriage of the cargo or other services performed by Carrier incidental thereto, unless such damage is

proved to have been caused by the negligence or wilful fault of the Carrier, and there has been no contributory negligence of the Shipper, consignee or other claimant.

10.4 Non-Compliance

Carrier is not liable for any damage directly or indirectly arising out of compliance with laws, government regulations, order or requirements, or from any cause beyond Carrier's control.

10.5 Inherent Vice

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

10.6 Animals

Carrier will not be liable for death or injury to an animal attendant caused or contributed to by the condition, conduct or acts of the animals. 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 caused by the conduct or acts of the animal itself or of other animals, such as biting, kicking, goring or smothering, nor for that caused or contributed to by the conditions, nature or propensities of the animal.

10.7 Consequential loss

Carrier shall not be liable in any event for any consequential or special damages arising from carriage subject to these conditions, whether or not Carrier had knowledge that such damages might be incurred.

10.8 Contributory Negligence

In the event of proven contributory negligence on the part of the Shipper, the Consignee or other claimants releases the Carrier of its liability to the extent provided by the Applicable Convention and laws.

10.9 Liability Amounts

For carriage to which the Montreal Convention does not apply, the Carrier's liability limitation for cargo destroyed, lost, damaged, or delayed shall be 22 SDRs per kilogram unless a greater monetary limit is provided in any other relevant Applicable Convention. If, with the agreement of the Carrier, the Shipper has made a special declaration of value for carriage and has paid the supplementary sum applicable, it is agreed that any liability shall in no event exceed such declared value for carriage stated on the face of the Air Waybill or included in the Shipment Record. All claims shall be subject to proof of value.

10.10 Weight Calculation

In the case of loss, damage or delay of part of the consignment, 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. In the absence of proof to the contrary, the value of any such part of the consignment lost, damaged or delayed as the case may be, shall be determined by reducing the total value of the consignment in the proportion that the weight of that part of the consignment lost, damaged or delayed has to the total weight of the consignment.

10.11 Shipper Damage to Other Cargo

Carrier shall not be liable under any circumstances for damage to or destruction of a consignment caused by or as a result of property contained therein and the Shipper, owner and consignee, whose property shall cause damage to or destruction of another consignment or of the property of Carrier, shall indemnify Carrier for all losses and expenses incurred by Carrier as a result thereof.

Cargo which is likely to endanger aircraft, persons or property may be abandoned or destroyed by Carrier at any time without notice and without liability therefore attaching to Carrier.

10.12 Third Party Air Waybill

A carrier issuing an air waybill for carriage over the lines of other does so only as an agent. 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. No carrier shall be liable for the loss, damage, or delay of cargo not occurring on its own line, except that the consignor shall have a right of action for such loss, damage or delay on the terms herein provided against the first Carrier and the consignee who is entitled to delivery shall have such a right of action against the last Carrier under the contract of carriage.

10.13 Agents

Whenever the liability of the Carrier is excluded or limited under these conditions, such exclusion or limitation shall apply to agents, servants or representatives of the Carrier and also to any Carrier whose aircraft or other means of transportation is issued for carriage.

10.14 No Warranty of Aircraft

No warranty concerning any aircraft engaged in the carriage or concerning its fitness for the carriage of the cargo to which the contract relates is implied in the contract of carriage.

10.15 Force Majeure

Unless otherwise provided by the Applicable Convention or any other applicable law to the benefit of the Shipper or the Consignee, the following shall apply;

10.15.1 Consignments the contents of which are liable to deteriorate, perish or decay due to change in climate, temperature, altitude or other ordinary expose, or because of length of time in transit, will be accepted without responsibility on the part of Carrier for loss or damage due to such deterioration, perishability or decay.

10.15.2 Carrier shall not be liable if the destruction, loss or damage of consignment was caused by;

- (a) Insufficient and/or defective packaging of cargo performed by any person other than the Carrier or its servants or agents; and/or
 - (b) An act of war, including terrorist acts, or an armed conflict; and/or
 - (c) An act of governmental or public authority carried out in connection with the entry, exit or transit of the cargo; and/or
- Force Majeure, in particular acts of God, riot, civil commotion, strike, lockout, fire, epidemic, pandemic, act of foreign enemies, or any event beyond the reasonable control of the Carrier.

ARTICLE 11

LIMITATION OF CLAIMS AND ACTIONS

11.1 Receipt of Consignment

Receipt by the person entitled to delivery of the consignment without complaint is prima facie evidence that the same has been

delivered in good condition and in accordance with the contract of carriage.

11.2 Complaint Notification

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

11.2.1 In the case of visible damage to or partial loss of the goods, immediately after its discovery and at the latest within fourteen (14) days from the date of receipt of the goods;

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

11.2.3 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;

11.2.4 In the case of non-delivery of the goods, within one hundred twenty (120) days of the date of issue of the Air Waybill or the date of the Shipment Record, whichever is applicable.

11.3 Time Limitation

The right to damages shall be extinguished if an action is not brought within two (2) years after the occurrence of the events giving rise to the claim.

ARTICLE 12

GENERAL

12.1 Laws

Insofar as any provision contained or referred to in the Air Waybill or in these conditions 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 provision shall not affect any other part.

12.2 Modification

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.

12.3 Set-Off

The Shipper may not set-off any claims against the Carrier unless the respective claim is uncontested, acknowledged or has become non-appealable.

ARTICLE 13

PERSONAL DATA PROTECTION

13.1 Collection, Use and Share

Shipper, owner and consignee/consignor understands and acknowledges that Carrier may collect, use and share personal information in connection and limited to the consignment and carriage in accordance to the mandatory data protection laws, regulations and rules in relation to the processing of personal data.

13.2 Privacy Notice

Carrier's Privacy Notice can be found at
<https://www.malaysiaairlines.com/my/en/footer/privacy-policy.html>

NAME OF CARRIER : MALAYSIA AIRLINES BERHAD