NOTICE CONCERNING CARRIERS’ LIMITATION OF LIABILITY

If the carriage involves an ultimate destination or stop in a country other than the country of departure, the Warsaw Convention or the Montreal Convention may be applicable and in most cases limit the liability of the Carrier in respect of loss of, damage or delay to cargo. Depending on the applicable regime, and unless a higher value is declared, liability of the Carrier may be limited to 19 Special Drawing Rights per kilogram or 250 French gold francs per kilogram, converted into national currency under applicable law. Carrier will treat 250 French gold francs to be the conversion equivalent of 19 Special Drawing Rights unless a greater amount is specified in the Carrier’s conditions of carriage.

CONDITIONS OF CONTRACT

1. In this contract and the Notices appearing hereon:
CARRIER includes the air carrier issuing this air waybill and all carriers that carry or undertake to carry the cargo or perform any other services related to such carriage.

SPECIAL DRAWING RIGHT (SDR) is a Special Drawing Right as defined by the International Monetary Fund.

WARSAW CONVENTION means whichever of the following instruments is applicable to the contract of
 carriage:
the Convention for the Unification of Certain Rules Relating to International Carriage by Air, signed at
Warsaw, 12 October 1929;
that Convention as amended at The Hague on 28 September 1955;
that Convention as amended at The Hague 1955 and by Montreal Protocol No. 1, 2, or 4 (1975) as the
 case may be.
MONTREAL CONVENTION means the Convention for the Unification of Certain Rules for International
Carriage by Air, done at Montreal on 28 May 1999.

2.2.1 Carriage is subject to the rules relating to liability established by the Warsaw Convention or the
Montreal Convention unless such carriage is not “international carriage” as defined by the applicable
Conventions.

2.2 To the extent not in conflict with the foregoing, carriage and other related services performed by
 each Carrier are subject to:
2.2.1 applicable laws and government regulations;
2.2.2 provisions contained in the air waybill, Carrier’s conditions of carriage and related rules,
 regulations, and timetables (but not the times of departure and arrival stated therein) and applicable
tariffs of such Carrier, which are made part hereof, and which may be inspected at any airports or other
cargo sales offices from which it operates regular services. When carriage is from the USA, the
shipper and the consignee are entitled, upon request, to receive a free copy of the Carrier’s conditions of
 carriage. The Carrier’s conditions of carriage include, but are not limited to:
2.2.2.1 limits on the Carrier’s liability for loss, damage or delay of goods, including fragile or perishable
 goods;
2.2.2.2 claims restrictions, including time periods within which shippers or consignees must file a claim
or bring an action against the Carrier for its acts or omissions, or those of its agents;
2.2.2.3 rights, if any, of the Carrier to change the terms of the contract;
2.2.2.4 rules about Carrier’s right to refuse to carry;
2.2.2.5 rights of the Carrier and limitations concerning delay or failure to perform service, including
schedule changes, substitution of alternate Carrier or aircraft and rerouting.
3. The agreed stopping places (which may be altered by Carrier in case of necessity) are those places,
except the place of departure and place of destination, set forth on the face hereof or shown in Carrier’s
 timetables as scheduled stopping places for the route. Carriage to be performed hereunder by several
 Carriers are subject to:
3.1 applicable laws and government regulations;
3.2 provisions contained in the air waybill, Carrier’s conditions of carriage and related rules, regulations, and
timetables (but not the times of departure and arrival stated therein) and applicable tariffs of such
Carrier, which are made part hereof, and which may be inspected at any airports or other cargo sales
offices from which it operates regular services. When carriage is from the USA, the shipper and the
consignee are entitled, upon request, to receive a free copy of the Carrier’s conditions of carriage.
4. For carriage to which the Montreal Convention does not apply, Carrier’s liability limitation for cargo
 lost, damaged or delayed shall be 19 SDRs per kilogram unless a greater per kilogram monetary limit
is provided in any applicable Convention or in Carrier’s tariffs or general conditions of carriage.

5.5.1 Except when the Carrier has extended credit to the consignee without the written consent of the
shipper, the shipper guarantees payment of all charges for the carriage due in accordance with Carrier’s
tariff, conditions of carriage and related regulations, applicable laws (including national laws
implementing the Warsaw Convention and the Montreal Convention), government regulations, orders
and requirements.
5.2 When no part of the consignment is delivered, a claim with respect to such consignment will be
considered even though transportation charges thereon are unpaid.

6.6.1 For cargo accepted for carriage, the Warsaw Convention and the Montreal Convention
permit shipper to increase the limitation of liability by declaring a higher value for carriage and
paying a supplemental charge if required.
6.2 In carriage to which neither the Warsaw Convention nor the Montreal Convention applies
Carrier shall, in accordance with the procedures set forth in its general conditions of carriage and
applicable tariffs, permit shipper to increase the limitation of liability by declaring a higher value for
carriage and paying a supplemental charge if so required.
7.7.1 In cases of loss of, damage or delay to part of the cargo, the weight to be taken into account
in determining Carrier’s limit of liability shall be only the weight of the package or packages
concerned.
7. Notwithstanding any other provisions, for “foreign air transportation” as defined by the U.S.
Transportation Code:
7.2.1 in the case of loss of, damage or delay to a shipment, the weight to be used in determining
Carrier’s limit of liability shall be the weight which is used to determine the charge for carriage of
such shipment; and
7.2.2 in the case of loss of, damage or delay to a part of a shipment, the shipment weight in 7.2.1
shall be prorated to the packages covered by the same air waybill whose value is affected by the
loss, damage or delay. The weight applicable in the case of loss or damage to one or more articles
in a package shall be the weight of the entire package.
8. Any exclusion or limitation of liability applicable to Carrier shall apply to Carrier’s agents,
employees, and representatives and to any person whose aircraft or equipment is used by Carrier
for carriage and such person’s agents, employees and representatives.
9. Carrier undertakes to complete the carriage with reasonable dispatch. Where permitted by
applicable laws, tariffs and government regulations, Carrier may use alternative carriers, aircraft or
modes of transport without notice but with due regard to the interests of the shipper. Carrier is
authorised by the shipper to select the routing and all intermediate stopping places that it deems
appropriate or to change or deviate from the routing shown on the face hereof.
10. Receipt by the person entitled to delivery of the cargo without complaint shall be prima facie
evidence that the cargo has been delivered in good condition and in accordance with the contract
of carriage.
10.1 In the case of loss of, damage or delay to cargo a written complaint must be made to Carrier
by the person entitled to delivery. Such complaint must be made:
10.1.1 in the case of damage to the cargo, immediately after discovery of the damage and at the
latest within 14 days from the date of receipt of the cargo;
10.1.2 in the case of delay, within 21 days from the date on which the cargo was placed at the
disposal of the person entitled to delivery.
10.1.3 in the case of non-delivery of the cargo, within 120 days from the date of issue of the air
waybill, or if an air waybill has not been issued, within 120 days from the date of receipt of the
cargo for transportation by the Carrier.
10.2 Such complaint may be made to the Carrier whose air waybill was used, or to the first Carrier
or to the last Carrier or to the Carrier, which performed the carriage during which the loss, damage
or delay took place.
10.3 Unless a written complaint is made within the time limits specified in 10.1 no action may be
brought against Carrier.
10.4 Any rights to damages against Carrier shall be extinguished unless an action is brought within
two years from the date of arrival at the destination, or from the date on which the aircraft ought to
have arrived, or from the date on which the carriage stopped.
11. Shipper shall comply with all applicable laws and government regulations of any country to or
from which the cargo may be carried, including those relating to the packing, carriage or delivery
of the cargo, and shall furnish such information and attach such documents to the air waybill as may
be necessary to comply with such laws and regulations. Carrier is not liable to shipper and shipper
shall indemnify Carrier for loss or expense due to shipper’s failure to comply with this provision.
12. No agent, employee or representative of Carrier has authority to alter, modify or waive any
provisions of this contract.