



NNR Global Logistics USA Inc.

# Terms & Conditions for Airfreight



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## 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 to the liability of NNR GLOBAL LOGISTICS USA INC. ("NNR"), and of its subsidiaries, affiliates and related companies, agents, and carriers (hereinafter "NNR") in respect of loss of, damage or delay to cargo. Depending on the applicable regime, and unless a higher value is declared, liability of NNR may be limited to 22 Special Drawing Rights per kilogram or 250 French gold francs per kilogram, converted into national currency under applicable law. NNR's limitation of liability in accordance with those conventions shall be as set forth in paragraph 4, unless a higher value is declared in advance by the shipper and a supplementary charge paid if required.

### 1. Definition:

CARRIER includes NNR 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 to/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; and

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.

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3. The agreed stopping places (which may be altered by Carrier in case of necessity) are those places, except the place of departure and place of destination, set forth on the face hereof or shown in Carrier's timetables as scheduled stopping places for the route. Carriage to be performed hereunder by several successive Carriers is regarded as a single operation.

4. For carriage to which neither the Warsaw Convention nor the Montreal Convention applies, Carrier's liability limitation shall not be less than the per kilogram monetary limit set out in Carrier's tariffs or general conditions of carriage for cargo lost, damaged or delayed, provided that any such limitation of liability in an amount less than 19 SDR per kilogram will not apply for carriage to or from the United States.

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.

7.2. Notwithstanding any other provisions, for "foreign air transportation" as defined by the U.S. Transportation Code:

7.2.1. In the case of loss of, damage or delay to a shipment, the weight to be used in determining Carrier's limit of liability shall be the weight which is used to determine the charge for carriage of such shipment; and

7.2.2. in the case of loss of, damage or delay to a part of a shipment, the shipment weight in 7.2.1 shall be prorated to the packages covered by the same air waybill whose value is affected by the loss, damage or delay. The weight applicable in the case of loss or damage to one or more articles in a package shall be the weight of the entire package.

8. Any exclusion or limitation of liability applicable to Carrier shall apply to Carrier's agents, employees, 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



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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 authorized by the shipper to select the routing and all intermediate stopping places that it deems appropriate or to change or deviate from the routing shown on the face hereof.

10. Receipt by the person entitled to delivery of the cargo without complaint shall be prima facie evidence that the cargo has been delivered in good condition and in accordance with the contract of carriage.

10.1. In the case of loss of, damage or delay to cargo a written complaint must be made to Carrier by the person entitled to delivery. Such complaint must be made:

10.1.1. in the case of damage to the cargo, immediately after discovery of the damage and at the latest within 14 days from the date of receipt of the cargo;

10.1.2. in the case of delay, within 21 days from the date on which the cargo was placed at the disposal of the person entitled to delivery;

10.1.3. in the case of non-delivery of the cargo, within 120 days from the date of issue of the air waybill, or if an air waybill has not been issued, within 120 days from the date of receipt of the cargo for transportation by 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.

IF THE CARRIER UNDER THE AIR WAYBILL IS NNR GLOBAL LOGISTICS USA INC. OR ANY COMPANY DIRECTLY OR INDIRECTLY OWNED IN WHOLE OR IN PART BY IT OR NISHI NIPPON RAILROAD CO., LTD., PARAGRAPHS 13 THROUGH 21 SHALL APPLY.

13. Carrier does not and cannot guarantee the transportation or delivery time for any goods, and under no circumstances shall Carrier be liable for any delay in the transportation or delivery of any goods.

14. 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 repayment by the shipper, consignee, or owner. 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 on the face hereof as customs consignee or, if not such person be named, to the Carrier carrying the cargo to such place or to such customs consignee, if any, as such Carrier may designate.

15. If, for any reason, it is impossible for Carrier to complete this contract of carriage or if the consignee fails to accept delivery of the goods, Carrier may store the goods at the storage rates provided in its tariffs, or, at its option, may store the goods in a public warehouse, in which event the storage rates charged by such warehouse shall apply. All such charges shall be the responsibility of the shipper, consignee and owner.

16. Reliance on Information Furnished. (a) Customer acknowledges that it is required to review all documents and declarations prepared and/or filed with U.S. Customs & Border Protection, other Government Agencies and/or third parties, and will immediately advise the Company of any errors, discrepancies, incorrect statements, or omissions on any declaration or other submission filed on Customer's behalf; (b) In preparing and submitting customs entries, export declarations, applications, security filings, documentation and/or other required data, the Company relies on the correctness of all documentation, whether in written or electronic format, and all information furnished by Customer. Customer shall use reasonable care to ensure the correctness of all such information and shall indemnify and hold the Company harmless from any and all claims asserted and/or liability or losses suffered by reason of the Customer's failure to disclose information or any incorrect, incomplete or false statement by the Customer or its agent, representative or contractor upon which the Company reasonably relied. The Customer agrees that the Customer has an affirmative non-delegable duty to disclose any and all information required to import, export or enter the goods.

17.1 Except under special arrangements previously made in writing and signed by an authorized officer of Carrier, the shipper warrants that the goods are fit for carriage (overseas or local), storage, packing or otherwise handling pursuant to the shipper's instructions and are not goods included in the IATA Dangerous Goods Regulations prevailing at the time Carrier confirms acceptance of the shipper's instructions. Should the shipper nevertheless deliver any such goods to Carrier or cause Carrier to accept or handle or deal other than under special arrangements previously made in writing and signed by an authorized officer of Carrier, then whether or not the Carrier is aware of the nature of such goods, the shipper, consignee and owner shall be liable for all expenses, losses, or damages whatsoever caused by, to or in connection with the goods howsoever arising, and shall indemnify the Carrier against all penalties, claims, damages, costs, expenses and any other liabilities whatsoever arising in connection therewith, and the goods may be destroyed or otherwise dealt with at the risk and expense of and without liability to the shipper, consignee or owner in the sole discretion of the Carrier or any other person in whose custody or control the goods may be at the relevant time.

17.2 Except as agreed to in writing by an authorized officer of Carrier, the shipper shall not tender any cargo which requires temperature or humidity control. For all temperature-controlled cargo, the shipper shall advise Carrier in writing of the particular temperature range to be maintained.

17.3 Perishable goods which are not taken up immediately upon arrival, or which are insufficiently addressed or marked or otherwise not readily deliverable, may be sold or otherwise disposed of without any



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notice to the shipper, consignee or owner and payment or tender of the net proceeds of any sale after deduction of charges and expenses shall be equivalent to delivery. All charges and expenses arising in connection with the sale or disposal of the goods shall be paid by the shipper, consignee or owner.

18.1 Goods which remain unclaimed for a period of 30 days may be sold by the Carrier at public or private sale and the proceeds of such sale may be applied against any outstanding freight charges, advances or charges of any kind which are due. Any balance remaining after payment of such charges will be remitted to the shipper. However, the shipper, consignee and owner shall remain jointly and severally liable to the Carrier for any deficiency should the proceeds of such sale be insufficient to offset all charges due the Carrier with respect to the goods.

18.2 If credit is extended, all charges are due and payable within 10 days from the invoice date within the terms of credit granted by the Carrier. In the event it becomes necessary for Carrier to utilize a collection agency and/or attorney for collection of any unpaid amount of a credit or cash transaction, the shipper, consignee and owner shall be obligated to pay the actual fees incurred by Carrier in recovering any amounts due to it.

19. The Carrier shall have a general lien on the goods for all freight charges, advances or charges of any kind arising out of any contract of carriage or due to Carrier under any prior contracts with the shipper, consignee or owner and may refuse to surrender possession of the goods until all such charges or debts are paid.

20.1 Any waiver by Carrier of any default or right under these conditions shall not be deemed to be a waiver by Carrier of any prior, subsequent or continuing default or right of a like or similar nature.

20.2 If any provision of these Conditions be declared void, invalid or unenforceable by any court of law or administrative agency, the remaining provisions of these Conditions shall to the extent permitted by such declaration, remain in full force and effect as though the void, invalid or unenforceable provisions were never a provision of these Conditions.

21. These Conditions and any act or contract to which they apply shall be governed by the law of the State of Illinois, United States of America. The shipper, consignee and owner agree that any all legal actions brought by any of them (regardless of whether based on a contract, tort, statute or in equity or otherwise) regarding or relating to this air waybill, this contract, these Conditions, any transportation of goods arranged or performed by the Carrier, any expenses or charges incurred under this air waybill or their relationship to the Carrier, shall exclusively be brought in the state or federal courts in Cook County, Illinois, United States of America. The shipper, consignee and owner hereby irrevocably agree that said courts shall constitute an appropriate and convenient forum for the resolution of all such claims and irrevocably consent to the personal and subject matter jurisdiction of the state and federal courts of Cook County, Illinois, United States of America.