

CONDITIONS OF CONTRACT

1. As used in this contract "Air Waybill" is equivalent to "air consignment note"; "carriage" is equivalent to "transportation"; "Carrier" includes the Carrier issuing this Air Waybill and all Carriers that carry or undertake to carry the goods hereunder or perform any other services as part of incidental to such carriage. Carriage to be performed hereunder by several successive Carriers is regarded as a single operation.

"French gold francs" means francs consisting of 65.5 milligrams of gold with a fineness of nine hundred thousandths. "Shipper" is equivalent to "consignor" "The Convention" means the Convention for the Unification of Certain Rules relating to international Carriage by Air signed at Warsaw 12th October 1929 or that Convention as amended at The Hague 28th September 1955 whichever may be applicable.

2. (a) The Shipper warrants that he is either the owner of the goods or the authorized agent of the owner of the goods described on the face hereof and further warrants that he is authorized to accept and is accepting these Conditions not only for himself but also as agent for and on behalf of the owner of the goods and all other persons who are or may hereafter become interested in the goods.

(b) The Shipper further warrants that the carrier is authorized to make out this Air Waybill and to sign it on his behalf.

3. (a) Carriage hereunder is subject to the rules relating to liability established by the Convention unless such carriage is not "international carriage" as defined by the Convention.

(b) To the extent not in conflict with the foregoing carriage hereunder and other services performed by each Carrier are subject to

(i) applicable laws (including national laws implementing the Convention) government regulations orders and requirements.

(ii) provisions herein set forth and

(iii) applicable tariffs rules conditions of carriage regulations and timetables (but not the times of departure and arrival therein) of such Carrier which are made part hereof and which may be inspected at any of its offices and at airports from which it operates regular services. In transportation between a place in the United States or Canada and any place outside thereof the applicable tariffs are the tariffs in force in those countries.

4. The agreed stopping places (which may be altered by Carrier in case of necessity) are those places (except the place of departure and the place of destination) set forth on the face hereof of shown in Carrier's timetables as scheduled stopping places for the route.

5. If the sum entered on the face of the Air Waybill as "Declared Value for Carriage" represents an amount in excess of the applicable limits of liability referred to in the above notice and in these conditions and if the Shipper has paid any supplementary charge that may be required by the Carrier's tariffs conditions of carriage or regulations this shall constitute a special declaration of value or interest in delivery at destination and in this case Carrier's limit of liability shall be the sum so declared. Payment of claims shall be subject to proof of actual damages suffered.

6. Except as the Convention or other applicable law may otherwise require the Carrier is not liable for any loss, damage or delay directly or indirectly arising out of compliance with laws government regulations orders or requirements or from any cause beyond Carrier's control.

7. In case of loss damage or delay of part of the consignment the weight to be taken into account in determining Carrier's limits of liability shall be only the weight of the package or packages concerned.

Note: Notwithstanding any other provision, for foreign air transportation as defined in the U.S. Federal Aviation Act, as amended, in case of loss or damage or delay of a shipment or part thereof, the weight to be used in determining the Carrier's limit of liability shall be the weight which is used (or a pro rata share in the case of a part shipment loss damage or delay) to determine the transportation charge for such shipment.

8. Any exclusion or limitation of liability applicable to Carrier shall apply to and be for the benefit of Carrier's agents servants and representatives and any person whose aircraft is used by Carriage for carriage and its agents, servants and representatives. For purposes of this provision Carrier acts herein as agent for all such persons.

9. (a) Whilst Carrier agrees to use its best endeavours to complete the carriage hereunder with reasonable despatch no time for completion is fixed and the Carrier reserves to itself the right without notice to substitute alternative Carriers or aircraft and with due regard to the interest of the Shipper other means of transportation. The Carrier is further authorized to select the routing or to change or deviate from the routing shown on the face hereof. This subparagraph is not applicable to / from the U.S.A.

(b) Whilst the Carrier agrees to use its best endeavours to complete the carriage hereunder with reasonable despatch no time for completion is fixed and except within USA where Carrier tariffs will apply Carrier reserves to itself the right without notice to substitute alternative Carriers or aircraft and with due regard to the interests of the Shipper other means of transportation. The Carrier is further authorized to select the routing or to change or deviate from the routing shown on the face hereof. This subparagraph is applicable only to/from the U.S.A.

10. The goods or packages said to contain the goods described on the face hereof are accepted for carriage from their receipt at Carrier's terminal or airport premises at the place of departure to the airport at the place of destination. If so specifically agreed the goods or packages said to contain the goods described on the face hereof are also accepted

for forwarding to the airport of departure and for reforwarding the beyond airport of destination. If such forwarding or reforwarding is by carriage operated or arranged by the Carrier issuing this Air Waybill such carriage shall be upon the same terms as to liability as are herein contained. In any other event the Carrier issuing this Air Waybill and last Carrier respectively, in forwarding or reforwarding the goods, shall do so only as agents of the shipper owner or consignee as the case may be and shall not be liable for any damage arising out of such additional carriage unless proved to have been caused by its own negligence or wilful fault. The shipper owner and consignee hereby authorize such Carriers to do all things deemed advisable to effect such forwarding or reforwarding including but without limitation selection of the means of forwarding or reforwarding and the routes thereof (unless these have been herein specified by the Shipper) execution and acceptance of documents of carriage (which may include provisions exempting or limiting liability) and consigning of goods with no declaration of value notwithstanding any declaration value in this Air Waybill.

11. 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 goods 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 reforwarding of goods except against repayment by the Shipper.

12. (a) When goods are accepted or dealt with upon instructions to collect freight duties charges or other expenses for the consignee or any other person the Shipper shall remain responsible for the same if they are not paid by such consignee or other person immediately when due.

(b) When no part of the consignment is delivered a claim with respect to such consignment will be entertained even though transportation charges thereon are unpaid.

13. (a) Notice of arrival of goods will be given promptly to the consignee or to the person indicated on the face hereof as the person to be notified. The Carrier is not liable for non-receipt or delay in receipt of such notice.

(b) On arrival of the goods at the place of destination subject to the acceptance of other instructions from the consignor prior to arrival of the goods at the place of destination delivery will be made to or in accordance with the instructions of the consignee on payment of all charges due. If the consignee declines to accept the goods or cannot be communicated with disposition will be in accordance with instructions of the consignor and subject, to payment of all charges.

14. (a) The person entitled to delivery must make a complaint in writing to the carrier issuing this Air Waybill

(i) in the case of visible damage to the goods immediately after discovery of the damage and at the latest within 10 days from receipt of the goods.

(ii) in the case of other damage to the goods within 10 days from the receipt of the goods.

(iii) in the case of delay within 17 days of the date the goods are placed at this disposal, and

(iv) in the case of loss (including non-delivery) of the goods within 115 days from the date of issue of the Air Waybill.

(b) For the purpose of sub-paragraph (a) above complaint in writing shall be made to the address of the carrier issuing this Air Waybill as shown on the face hereof or to an office or agent of such Carrier at the point of origin or destination.

(c) Any rights to damages against the 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 goods ought to have arrived or from the date on which the transportation stopped.

15. The shipper shall comply with all applicable laws and government regulations of any country to from through or over which the goods may be carried including those relating to the packing carriage or delivery of the goods and shall furnish such information and attach such documents to this Air Waybill as maybe necessary to comply with such laws and regulations. Carrier is not liable to the Shipper or any other person for loss or expense due to the Shipper's failure to comply with this provision.

16. No agent servant or representative of the Carrier has authority to alter modify or waive any provisions of this contract.

17. On request and if the appropriate premium is paid and the fact recorded on the face hereof the goods covered by this Air Waybill are insured whilst in the ordinary course of transit under an open policy for the amount requested as set out on the face hereof (recovery being limited to the actual value of goods lost or damaged provided that such amount does not exceed the insured value). The insurance is subject to the terms conditions and cover (from which certain risks are excluded) of the open policy which are available for inspection at an office of the Carrier issuing this Air Waybill and which are specified on the Certificates of Insurance issued by the Carrier. For cargo held or to be held in Carrier's or Customs Terminal cover may be extended upon prior request to apply before commencement of transit and/or beyond duration of transit subject to payment of an appropriate additional premium. Claims under any insurance effected under this paragraph must be reported immediately to the address of the Carrier issuing this Air Waybill as shown on the face hereof or to an office or agent of such Carrier at the point of origin or destination or to the Insurer.

18. Insofar as any provision contained or referred to in this Air Waybill 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 thereof.