NOTICE CONCERNING CARRIER'S 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 MAY LIMIT THE LIABILITY OF CARRIER IN RESPECT OF LOSS OF, DAMAGE OR DELAY TO CARGO. DEPENDING ON THE APPLICABLE REGIME, LIABILITY OF THE CARRIER PER KILOGRAMME MAY BE LIMITED TO 17 SPECIAL DRAWING RIGHTS, UNLESS A SPECIAL DECLARATION OF VALUE OR INTEREST IN DELIVERY IS MADE IN ADVANCE BY THE SHIPPER AND A SUPPLEMENTARY CHARGE IS PAID IF REQUIRED.

IN CARRIAGE TO WHICH NEITHER THE WARSAW CONVENTION NOR MONTREAL CONVENTION APPLY OR TO WHICH FOR ANY REASON THE LIABILITY LIMIT UNDER THE CONVENTION IS DETERMINED TO EXCEED THE FOREGOING LIMITATIONS, THE SHIPPER EXPRESSLY AGREES HEREIN THAT THE CARRIER'S LIABILITY SHALL NOT EXCEED 17 SPECIAL DRAWING RIGHTS OR THE EQUIVALENT PER KILOGRAMME (OR OTHER LIMITATIONS AS MAY BE SET FORTH HEREIN, WHICHEVER IS LOWEST) IN RESPECT OF LOSS OF OR DAMAGE TO CARGO INCLUDING DAMAGE OCCASIONED BY DELAY UNLESS A SPECIAL DECLARATION OF VALUE OR INTEREST IN DELIVERY AT DESTINATION IS MADE IN ADVANCE BY THE SHIPPER AND A SUPPLEMENTARY CHARGE IS PAID IF REQUIRED.

CONDITIONS OF CONTRACT

1. In this contract and the Notices appearing hereon: "Carrier" includes the air carrier or forwarder issuing this air waybill and all carriers that carry or undertake to carry the goods or perform any other services related to such carriage. Carriage to be performed hereunder by successive Carriers is regarded as a single operation. "Air Waybill" is equivalent to "air consignment note". "Carriage" is equivalent to "transportation" and refers to the entire transportation, loading, unloading, storing, handling and any and all other services whatsoever undertaken by the Carrier in relation to the goods covered by this Air Waybill as well as any portion of the aforementioned. "Special Drawing Right" is a Special Drawing Right as defined by the International Monetary Fund. "Conditions" shall mean all the terms and conditions of contract as stated herein. The "Convention" means whichever of the following instruments is applicable to the contract of carriage: the Convention for the Unification of Certain Rules for International Carriage by Air, Montreal, 28 May 1999 ("Montreal Convention"); the Convention for the Unification of Certain Rules Relating to International Carriage by Air, signed at Warsaw, 12 October 1929 ("Warsaw Convention"); 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. "Shipper" includes the shipper, consignor, consignee, receiver, holder of this Air Waybill, owner of the goods or other person entitled to the possession of the goods and the servants and agents of any of these, including without limitation any freight forwarder other than Carrier, consolidator, customs broker or other intermediary involved in arranging this shipment, all of whom shall be jointly and severally liable to the Carrier for the payment of all charges, and for the performance of the obligations of any of them under this Air Waybill, and subject to all Conditions herein.

2. The issuer of this Air Waybill is not a common carrier and only deals with goods subject to these conditions.

3. 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.

4. (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 standard trading terms and conditions, tariffs, rules, 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.
(c) If any legislation, statute, law, treaty, or other rule ("law") is compulsorily applicable to any business undertaken, these Conditions shall, as regards such business, be read as subject to any such law, and nothing in these Conditions shall be construed as a surrender by the Carrier of any of its rights or immunities or as an increase of any of its responsibilities or liabilities under such law. If any part of this Air Waybill is repugnant to or inconsistent with any such law, such law shall prevail and shall be considered a part of this contract for as long as such applies by their own force, and no further, except as may be expressly invoked and incorporated by reference elsewhere herein.

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

6. 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. **EXCEPT AS THE CONVENTION OR OTHER APPLICABLE LAW MAY OTHERWISE REQUIRE, THE CARRIER SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL OR INDIRECT LOSS, LOSS OF PROFITS OR SALES, LOSS OF MARKET, LOSS OF CONTRACT, LOSS OF REPUTATION OR GOODWILL, LOSS OF REVENUE OR USE CLAIMS, PUNITIVE OR EXEMPLARY DAMAGES, THE CONSEQUENCES OF DELAY OR DEVIATION HOWSOEVER CAUSED, ANY DAMAGE OR DELAY CAUSED BY THE SHIPPER, THIRD PARTY CLAIMS AGAINST THE SHIPPER OR ANY DAMAGE OCCURRING OUTSIDE THE CUSTODY OF THE CARRIER OR ITS SUBCONTRACTORS. THE DEFENSES AND LIMITS OF LIABILITY PROVIDED FOR HEREIN SHALL APPLY IN ANY ACTION AGAINST THE CARRIER WHETHER FOUNDED ON CONTRACT, TORT, EQUITY, INDEMNITY, BAILMENT OR ANY OTHER BASIS WHATSOEVER AND EVEN IF THE LOSS OR DAMAGE AROSE AS A RESULT OF NEGLIGENCE, RECKLESSNESS OR FUNDAMENTAL BREACH.**

7. 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 Act of God, - e.g. earthquake, cyclone, storm, flood, fog, Force Majeure, - e.g. war, plane crash or embargo, Vis Major or, any other cause or event which the Carrier is unable to control or avoid and the consequences whereof the Carrier is unable to prevent by the exercise of reasonable diligence.

8. In cases of loss, damage, or delay 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 the shipment.

9. Any exclusion or limitation of liability or other provision benefiting the Carrier shall apply to and be for the benefit of Carrier's agents, servants, subcontractors and representatives and any person whose aircraft is used by Carrier for Carriage and its agents, servants, subcontractors and representatives. Such persons include, without limitation, sub-carriers, connecting carriers, couriers, warehousemen, terminal operators, baggage handlers, security providers, consolidators, truckers, road, rail, water and air transport operators, any independent contractor directly or indirectly employed by Carrier in performance of the Carriage and/or attendant services, and anyone assisting in the performance of the Carriage. Any such limitation of liability shall be a single, aggregate limitation, and satisfaction of such limitation by any one or more of the foregoing shall act as a satisfaction of such limitation by all of them. For purposes of contracting for the benefits of this provision and no further, Carrier acts herein as agent for all such persons benefiting from this provision. Without prejudice to the foregoing, no benefits hereunder extend to any such persons with respect to any claim brought against them by the Carrier.

10. Whilst the Carrier agrees to use all reasonable endeavors to complete the Carriage hereunder with rea sonable dispatch 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 use other means of transportation. The Carrier is further 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.

11. 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 on forwarding beyond the airport of destination. If such forwarding or on forwarding 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. The Shipper, owner and consignee hereby authorize the Carrier to do all things deemed advisable to effect such forwarding or on forwarding including but without limitation selection of the means of forwarding or on forwarding 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 of value in this Air Waybill.

12. 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.

13. When goods are accepted or dealt with upon instructions to collect freight, duties, charges or other expenses from 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.

14. (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 Shipper 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 Shipper and subject to payment of all charges.

15. (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 but in any case not later than 14 days from receipt of the goods;
(ii) in the case of other damage to the goods within 14 days from receipt of the goods;
(iii) in the case of delay within 21 days of the date the goods are placed at his disposal, and
(iv) in case of loss (including non-delivery) of the goods within 120 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, in any event, 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.
(d) **THE SHIPPER, UNDERSTANDING THAT THE ORDINARY RATES OF THE CARRIER ARE PREMISED UPON THE CARRIER'S LIMITATION OF LIABILITY, AND IN CONSIDERATION FOR SUCH RATES, IN ADDITION TO ALL OTHER RESPONSIBILITIES SET FORTH HEREIN, THE SHIPPER EXPRESSLY AGREES TO DEFEND, INDEMNIFY, AND HOLD HARMLESS THE CARRIER FOR ANY AND ALL LIABILITY OR CLAIMS, REGARDLESS OF HOW AND BY WHOM MADE, AGAINST THE CARRIER FOR ANY AMOUNT IN EXCESS OF THE LIMITATION OF LIABILITY TO WHICH CARRIER IS ENTITLED AS AGAINST SHIPPER. .**

16. (a) The Shipper shall comply with all applicable laws, rules and regulations of any government or government agency of any country to from through or over which the goods may be carried or which may be issued by any inter-governmental agency including those relating to:
(i) the packing, carriage, sealing, identification or delivery of the goods or,
(ii) any aviation or other general freight transport security requirements which must or ought to be complied with by the Shipper.
(b) The Shipper shall furnish such information and attach such documents to this Air Waybill as may be necessary to comply with such laws, rules 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.
(c) The Shipper warrants that:
(i) 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.
(ii) the description and particulars of any goods furnished by or on behalf of the Shipper are complete, timely and accurate and do not contain any irregularities;
(iii) all goods have been properly and sufficiently prepared, packed, stowed, labeled, sealed, identified and/or marked and that the preparation, packing, stowage, labelling and marking are appropriate to any operations or transactions affecting the goods and characteristics of the goods;
(iv) the goods do not comprise or contain any explosive, incendiary or other device, substance or weapon which may endanger life or the safety of any aeroplane, vehicle or other transport conveyance to be used in connection with the carriage of the goods or which may cause or may be likely to cause loss, damage, injury to or death of any person or property; and
(v) the goods do not comprise or contain any dangerous or hazardous materials within the meaning of the IATA Dangerous Goods Regulations or the Accord Dangereaux Routier Regulations from time to time in force (collectively "the Regulations") and the Shipper will not tender such goods to the Carrier for Carriage and/or attendant services without obtaining the Carrier's prior written consent thereto. Where such consent is granted the Shipper warrants that all such goods are packed, labeled and specified and otherwise meet all the requirements and provisions of the Regulations.
(d) **THE SHIPPER SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE CARRIER FROM AND AGAINST ANY AND ALL LIABILITIES, CLAIMS, LOSSES, EXPENSES OR DAMAGES INCURRED OR OCCASIONED BY (i) A BREACH BY THE SHIPPER OF ANY OF THE WARRANTIES CONTAINED HEREIN (ii) THE FAILURE OF THE SHIPPER TO COMPLY WITH THESE PROVISIONS OR (iii) CARRIER'S EXECUTION OF SHIPPER'S INSTRUCTIONS.**

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

18. 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.

19. The Shipper expressly agrees that the Carrier shall have a general lien on goods and any documents relating thereto for all sums whatsoever due at any time to the Carrier from the Shipper, for all sums due including interest under this contract or any other contract or undertaking to which the Shipper was party or otherwise involved, inclusive of all costs, including but not limited to attorney fees and costs and other legal fees, incurred in exercise of said lien plus interest on those costs. The Carrier shall have the right to sell the goods and documents by public auction or private treaty or sale, without notice to the Shipper and at the Shipper's expense and without any liability towards the Shipper.

20. Insofar as any provision of 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. Similarly, If any provision of these Conditions is declared void, invalid or unenforceable by any court of law, 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.