

# CONDITIONS OF CARRIAGE

## AIRMAIL V 1.0

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## ARTICLE 1 - DEFINITIONS:

- 1.1 **ORIGINATING POST OFFICE (which is equivalent to the term "SHIPPER")**  
The POST OFFICE or POSTAL AUTHORITY whose name appears on the DELIVERY BILL or is defined by the IMPC Codes as the party dealing with CARRIER for the CARRIAGE of MAIL and being the issuing party of the MAIL and its respective documents.
- 1.2 **DELIVERY BILL (which is equal to the term SHIPPING DOCUMENT)**  
Any CN-38, CN-41 or CN-47 document made out by or on behalf of SHIPPER, or a CN-46 document issued by CARRIER, stating all information concerning the CARRIAGE of AIRMAIL as laid out by the UPU
- 1.3 **APPLICABLE ACTS OF THE UPU**  
The actual acts of the UPU as laid out in the current version of the UPU Letter- or Parcel Post Manual
- 1.4 **CARRIER'S RULES AND REGULATIONS**  
Any document or order pertinent to the acceptance or CARRIAGE of MAIL published by CARRIER, including but not limited to those rules and regulations published by IATA in the Dangerous Goods Regulations and the Airport Handling Manual. In case of conflict CARRIER'S rules always prevail
- 1.5 **MAIL (which is equivalent to the term "Goods")**  
Any postal item carried or to be carried in an aircraft or by any other means of transportation moving under respective UPU documents
- 1.6 **CARRIAGE (which is equivalent to the term "Transportation")**  
CARRIAGE of MAIL by air or by any other means of transportation, whether gratuitously or for reward.
- 1.7 **CARRIER**  
Includes the air carrier designated in the DELIVERY BILL and all CARRIERS that carry or undertake to carry the MAIL or to perform any other services related to such CARRIAGE.
- 1.8 **DESTINATION POST OFFICE (which is equivalent to the term "CONSIGNEE")**  
The POST OFFICE or POSTAL AUTHORITY whose name appears on the DELIVERY BILL (or respective documents), or defined by the IMPC Codes, being the party to whom the MAIL is to be finally delivered
- 1.9 **DAYS**  
Full calendar DAYS, including Sundays and legal holidays; provided that for purposes of notification the balance of the day upon which notice is dispatched shall not be counted.
- 1.10 **IATA**  
The International Air Transport Association
- 1.11 **UPU**  
The Universal Postal Union
- 1.12 **SHIPMENT (which is equivalent to the term "Dispatch")**  
Except as otherwise provided herein, one or more packages or pieces of MAIL accepted by CARRIER from one SHIPPER at one address, receipted under a single DELIVERY BILL and single Dispatch Number, for CARRIAGE to one CONSIGNEE at one destination address
- 1.13 **SPECIAL DRAWING RIGHT (which is equivalent to SDR)**  
A Special Drawing Right as defined by the International Monetary Fund
- 1.14 **AGENT**  
Except when the context otherwise requires, any person who has authority, express or implied, to act for or on behalf of CARRIER in relation to the CARRIAGE of MAIL

## ARTICLE 2 - APPLICABILITY

### 2.1 GENERAL

These conditions shall apply to all CARRIAGE of MAIL, including all services incidental thereto, performed by or on behalf of CARRIER. All CARRIAGE performed by CARRIER are subject to these conditions and other applicable rules, regulations and timetables (but not the times of departure and arrival specified therein) of CARRIER which may be inspected at any of its offices and at airports from which it operates regular services.

### 2.2 GRATUITOUS CARRIAGE

To the extent permitted by law with respect to gratuitous CARRIAGE, CARRIER reserves the right to exclude the application of all or any part of these conditions.

### 2.3 EFFECTIVE RULES

All CARRIAGE of MAIL governed by these conditions shall be subject to CARRIER'S rules, regulations in effect on the date of hand over the dispatch to CARRIER, provided that in the event of inconsistency between these conditions and CARRIER'S rules and regulations, these conditions shall prevail.

### 2.4 CHANGES WITHOUT NOTICE

These conditions and the published rates and charges are subject to change with prior notice of 15 days except to the extent otherwise provided by applicable law or government regulations or order. Provided, however, that no such change shall apply to a CARRIAGE after the date of the handover of the dispatch to CARRIER for CARRIAGE or after the date the rate or charge for the CARRIAGE has been agreed for a certain period.

## ARTICLE 3 - ACCEPTABILITY OF GOODS FOR CARRIAGE

### 3.1 MAIL ACCEPTABLE

3.1.1 CARRIER undertakes to transport, subject to the availability of suitable equipment and space, all SHIPMENTS, unless otherwise excluded by CARRIER'S regulations and provided:

3.1.1.1 the transportation, exportation or importation thereof is not prohibited by the laws or regulations of any country to be flown from, to or over;

3.1.1.2 the SHIPMENTS are packed in a manner ready for CARRIAGE as required by CARRIER and applicable rules and regulations;

3.1.1.3 the SHIPMENTS are accompanied by the requisite shipping documents;

3.1.1.4 the SHIPMENTS are not likely to endanger aircraft or any other means of transportation, persons or property, or cause annoyance to passengers.

3.1.2 To the extent permitted by law CARRIER reserves the right without assuming any liability to refuse CARRIAGE of MAIL when circumstances reasonably so require.

### **3.2 VALUATION LIMIT OF SHIPMENT**

If not otherwise agreed, the valuation limit is restricted to seventeen (17) SDR or its equivalent per kg.

### **3.3 PACKING AND MARKING OF MAIL**

3.3.1 SHIPPER is responsible for ensuring that the MAIL is packed in an appropriate way for CARRIAGE so as to ensure that it can be carried safely 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 according industry standards so as to clearly identify the SHIPMENT.

3.3.2 CARRIER reserves the right to refuse the transportation of MAIL that is not suitably packed and/or marked.

### **3.4 SPECIAL MAIL**

3.4.1 CARRIER refuses without exception the CARRIAGE of dangerous goods and live animals.

3.4.2 Unusual or special MAIL, including but not limited to valuables, perishables, fragile goods, and human remains, shall be declared to CARRIER. CARRIER reserves the right to refuse CARRIAGE of such MAIL, without CARRIER being subject to any liability therefore. CARRIAGE of such MAIL is subject to the conditions set forth in CARRIER'S regulations applicable to the CARRIAGE of such MAIL, if any.

### **3.5 RESPONSIBILITY FOR NON-OBSERVANCE OF CONDITIONS RELATING TO MAIL**

Responsibility for non-observance of the conditions relating to the CARRIAGE of MAIL rests upon SHIPPER who shall indemnify CARRIER for any loss, damage, delay, liability or penalties CARRIER may incur because of CARRIAGE of any such MAIL.

### **3.6 CARRIER'S RIGHT OF INSPECTION**

To the extent permitted by law CARRIER reserves the right to examine the packaging and contents of all SHIPMENTS and to enquire into the correctness or sufficiency of information or documents tendered in respect of any SHIPMENT but CARRIER shall be under no obligation to do so.

### **3.7 UNIT LOAD DEVICES**

When SHIPPER undertakes to load a unit load device (ULD) he 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 DELIVERY BILL**

SHIPPER shall make out or have made out on his behalf, a DELIVERY BILL in the form and manner described by the UPU and number of copies required by CARRIER, and shall deliver such DELIVERY BILLS to CARRIER simultaneously with the acceptance of the MAIL by CARRIER for CARRIAGE.

#### **4.2 PREPARATION, COMPLETION OR CORRECTION BY CARRIER**

In case the original DELIVERY BILL is missing, lost, incorrect or unreadable, CARRIER is entitled to issue to the best of his ability a substitute DELIVERY BILL based on the available information, and CARRIER shall undertake all reasonable effort to do so. This substitute DELIVERY BILL shall have the same validity and serve the same duties as the original DELIVERY BILL.

#### **4.3 RESPONSIBILITY FOR PARTICULARS**

SHIPPER is responsible for the correctness of the particulars and statements relating to the MAIL inserted by him or on his behalf in the DELIVERY BILL and other related documents or furnished by him or on his behalf to CARRIER. In case a substitute DELIVERY BILL is issued by CARRIER as stipulated in article 4.2., SHIPPER is responsible for the correctness of the information available to CARRIER. Where such information is provided by means of Electronic Data Interchange (EDI), it is the responsibility of SHIPPER or SHIPPER'S agent to verify contents, accuracy and completeness of the EDI messages and subsequent messages according to the agreed standards and specifications. SHIPPER shall indemnify CARRIER against all damage suffered by him, or by any other person to whom CARRIER is liable, by reason of the irregularity, incorrectness or incompleteness of the particulars and statements furnished by SHIPPER or on SHIPPER'S behalf.

#### **4.4 ALTERATIONS**

CARRIER is free to accept DELIVERY BILLS, as well as any other mail documents, which have been altered or erased.

## **ARTICLE 5 – RATES AND CHARGES**

#### **5.1 APPLICABLE RATES AND CHARGES**

Rates and charges for CARRIAGE governed by these conditions are those duly submitted by CARRIER or its AGENT to SHIPPER or any person authorized by SHIPPER to receive such rate offer effective as mentioned on the offer and valid until further notice as long as no other timeframe is agreed.

#### **5.2 BASIS OF RATES AND CHARGES FOR CARRIAGE NOT OFFERED**

In case transports have been provided for routes, where no offer was submitted from CARRIER to SHIPPER, the Basic Conveyance Rate in the actual version when the TRANSPORTATION was provided shall apply.

#### **5.3 SERVICES NOT INCLUDED IN PUBLISHED RATES AND CHARGES**

Except as otherwise provided in CARRIER'S regulations, rates and charges apply only from airport to airport and do not include any ancillary service given by CARRIER in connection with the CARRIAGE.

## **5.4 PAYMENT OF CHARGES**

5.4.1 Rates and charges are published in the currency shown in the applicable rate offer, 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, such payment will be made at the rate of exchange established for such purposes by CARRIER, the current statement of which is available for inspection upon first request at CARRIER'S office where payment is made. The provisions of this paragraph are subject to applicable exchange laws and government regulations.

5.4.2 SHIPPER guarantees payment of the transportation rate, storage charges and all unpaid charges, advances and disbursements of CARRIER. SHIPPER also guarantees payment of all costs, expenditures, fines, penalties, loss of time, damage and other sums which CARRIER may incur or suffer by reason of the inclusion of articles in the SHIPMENT the CARRIAGE of which is prohibited by law, or the illegal, incorrect or insufficient marking, numbering, addressing or packing of packages or descriptions of the MAIL, or the absence, delay or incorrectness of any applicable export or import license or any required certificate or document, or any improper customs valuation, or incorrect statement of weight or volume.

## **5.5 TIMEFRAME OF PAYMENT**

Payment must be done within

5.5.1 thirty (30) DAYS after receipt of the invoice for SHIPPERS within Europe, or

5.5.2 forty-five (45) DAYS after the receipt of the invoice for SHIPPERS outside Europe

## **5.6 TRANSPORT INVOICES IN DISPUTE**

In case payment of DISPATCHES or parts thereof is in dispute, payment for DISPATCHES or parts thereof not in dispute must be submitted according 5.5. The DISPATCHES or parts thereof in dispute must be marked by SHIPPER with the reason of rejection and sent within 30 days after receipt of the invoice to CARRIER for further action. SHIPPER under no circumstances is entitled to make deductions from the transport invoice except for DISPATCHES in dispute as described above or with the explicit written consent of CARRIER.

# **ARTICLE 6 – SHIPMENT IN COURSE OF CARRIAGE**

## **6.1 COMPLIANCE WITH GOVERNMENT REQUIREMENTS**

6.1.1 SHIPPER shall comply with all applicable laws, customs and other government regulations of any country to, from, through or over which the MAIL may be carried, including those relating to the packing, CARRIAGE or delivery of the MAIL, and shall, together with the SHIPMENT, furnish such information and deliver such documents 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. CARRIER shall not be liable to SHIPPER or any other person for loss or expense due to SHIPPER'S failure to comply with this provision. SHIPPER shall be liable to CARRIER for any damage occasioned by the failure of SHIPPER to comply with this provision.

6.1.2 CARRIER shall not be liable for refusing to carry any SHIPMENT if CARRIER reasonably determines in good faith that such refusal is required by any applicable law, government regulation, demand, order or requirement or the provisions contained or referred to herein.

## **6.2 DISBURSEMENTS AND CUSTOMS FORMALITIES**

In case any additional costs accrue to CARRIER (such as but not limited to customs fees, etc.), CARRIER is authorized to reimburse these amounts to SHIPPER via standard invoicing procedure, supported by relevant documents.

## **6.3. SCHEDULES, ROUTINGS AND CANCELLATIONS**

6.3.1 Unless specifically agreed otherwise, CARRIER assumes no obligation to carry the MAIL by any specified aircraft or over any particular route or routes, or to make connections at any point according to any particular schedule. Times shown in CARRIER'S timetables or elsewhere are approximate and not guaranteed. No time is fixed for commencement or completion of CARRIAGE or delivery of MAIL. CARRIER is hereby authorized to select or deviate from the route or routes of the SHIPMENT, notwithstanding that the same may be stated on the face of the DELIVERY BILL. CARRIER is not responsible for errors or omissions either in timetables or other representations 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 operation of any flight.

6.3.2 CARRIER is authorized to carry the SHIPMENT without notice wholly or partly by any other means of transportation or to arrange such CARRIAGE.

6.3.3 In case of any circumstances beyond CARRIER'S control or in case of circumstances not reasonably to be foreseen, anticipated or predicted by CARRIER at the time the MAIL was accepted, CARRIER reserves the right without notice, to cancel, terminate, divert, postpone, delay or advance any flight, or the CARRIAGE of any MAIL, or to proceed with any flight without all or any part of the MAIL.

6.3.4 Provided that no regulations/laws to the contrary are applicable, in the event any flight is, pursuant to paragraph 6.3.3, cancelled, diverted, postponed, delayed or advanced or is terminated at a place other than the place of destination or in the event the CARRIAGE of any SHIPMENT is so cancelled, diverted, postponed, delayed, advanced or terminated, CARRIER shall only be liable for gross negligence and willful misconduct. In the event the CARRIAGE of the SHIPMENT or any part thereof is so diverted or terminated, MAIL shall either be returned to the departure city of such flight or to be delivered to the Postal Administration of the country where the flight was diverted to, as local circumstances require. CARRIER shall be without any further liability with respect thereto, except to give notice of the disposition of the SHIPMENT to SHIPPER. CARRIER may, but shall not be obligated to, forward the SHIPMENT for CARRIAGE by any other route or forward the SHIPMENT by any transportation service. The cost of doing so attaches to the MAIL.

6.3.5 Unless otherwise agreed, and subject to applicable laws, regulations and orders, CARRIER is authorized to determine the priority of CARRIAGE as between SHIPMENTS, and as between MAIL and Cargo or passengers. CARRIER may likewise decide to remove any parts of a SHIPMENT from any flight, at any time or place whatsoever, and to proceed with the flight without such parts of MAIL. If as a result of determining such priority, CARRIAGE of MAIL is postponed or delayed or if any parts of MAIL are removed from a flight, CARRIER will not be liable to SHIPPER or CONSIGNEE or to any other party for any consequences thereof.

## **6.4 CERTAIN RIGHTS OF CARRIER OVER SHIPMENT IN COURSE OF CARRIAGE**

If in the opinion of CARRIER it is necessary to hold the SHIPMENT at any place for any reasonable purpose, either before, during or after CARRIAGE, CARRIER may, upon giving notice thereof to SHIPPER, store the SHIPMENT for the account and at the risk and expense of SHIPPER, in any warehouse or other available place, or with the customs authorities; or CARRIER may deliver the SHIPMENT to another transportation service for onward CARRIAGE to the CONSIGNEE. SHIPPER shall 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 SHIPPER or his designated AGENT, if any, and must be applicable to the whole SHIPMENT under a single DELIVERY BILL or DISPATCH NUMBER. Instructions 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 DELIVERY BILL and all other relevant postal documents and forms.

### 7.2 SHIPPER'S OPTION

7.2.1 To the extent permitted by law and APPLICABLE ACTS OF THE UPU, and subject to its liability to carry out all its obligations and provided that this right of disposition is not exercised in such way as to prejudice CARRIER or other SHIPPERS or the CONSIGNEE'S right to delivery, SHIPPER may at his own expense dispose of the MAIL either:

7.2.1.1 by withdrawing it at the airport of departure; or

7.2.1.2 by stopping it in the course of the journey on any landing; or

7.2.1.3 by calling for it in course of the journey to be delivered at the place of destination to a Postal Authority or Company other than the CONSIGNEE named in the DELIVERY BILL; or

7.2.1.4 by requiring it to be returned to the airport of departure.

7.2.2 Provided that if, in the opinion of CARRIER, it is not reasonably practicable to carry out the order of SHIPPER, CARRIER shall so inform him promptly and CARRIER shall thenceforth be under no obligation to carry out any such order.

### 7.3 PAYMENT OF EXPENSES

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. SHIPPER shall reimburse CARRIER for any expenses occasioned by the exercise of his right of disposition.

### 7.4 EXTENT OF SHIPPER'S RIGHT

Provided that no regulations to the contrary are applicable, SHIPPER'S right of disposition shall cease at the moment when, after arrival of the MAIL at the destination, CONSIGNEE takes possession or requests delivery of the MAIL, or otherwise shows its acceptance of the MAIL. Nevertheless, if CONSIGNEE declines to accept the MAIL, or if CONSIGNEE cannot be communicated with, such right of disposition shall continue to vest in SHIPPER.

## ARTICLE 8 – DELIVERY

### 8.1 DELIVERY OF SHIPMENT

Except as otherwise specifically agreed, delivery of the SHIPMENT will be made to the local Airmail Unit. Delivery shall be deemed to have been effected:

- 8.1.1 when CARRIER has delivered the MAIL to the Airmail Unit of the respective airport , or
- 8.1.2 when the SHIPMENT has been delivered to customs or other government authorities as required by applicable law or customs regulations, or
- 8.1.3 when SHIPMENT was made ready for pick up either by the CONSIGNEE, the local Airmail Unit or an Agent of the Consignee.

In case a written confirmation of delivery is not issued by CONSIGNEE or its Agent (such as but not limited to an Airmail Unit) upon receipt of MAIL, delivery is sufficiently proven by confirmation of delivery by CARRIER or its AGENT, servant or representative on the respective form CN 38, 41, 46, or 47 or other any other form used by CARRIER recording date, time and place of delivery.

In any event, if after the MAIL was delivered to the CONSIGNEE or its Agent (such as but not limited to an Airmail Unit), CONSIGNEE or the person entitled by the CONSIGNEE or its Agent fails to report any irregularities, damages or losses (partly or total) to CARRIER within 24 hours ("NOTICE"), SHIPMENT is deemed to be delivered in good order and condition and CARRIER is not liable for loss or damage to goods as well as any other damage resulting from CARRIAGE and other services performed by CARRIER including but not limited to any consequential loss or damage. NOTICE shall be in writing and shall be sufficiently served if sent to and received by CARRIER at its specified address by e-mail or facsimile transmission confirmed by registered urgent express mail or registered urgent international carrier.

### 8.2 PLACE OF DELIVERY

Except as otherwise agreed, the SHIPMENT will be delivered to the Airmail Unit of the respective airport or a facility designated by CARRIER.

### 8.3 FAILURE OF CONSIGNEE TO TAKE DELIVERY

8.3.1 If the CONSIGNEE refuses or fails to take delivery of SHIPMENT after its arrival at the respective airport, CARRIER will endeavor to comply with any instructions of SHIPPER. If such instructions are not so set in advance, CARRIER shall notify SHIPPER of CONSIGNEE'S failure to take delivery and request its instructions. If no such instructions are received within five (5) DAYS, CARRIER may return SHIPMENT to the Airport of Origin.

8.3.2 SHIPPER is liable for all charges and expenses resulting from or in connection with the failure to take delivery of the SHIPMENT, including but not limited to, storage charges and CARRIAGE charges incurred in returning SHIPMENT if so required by SHIPPER'S instructions.

### 8.4 RESPONSIBILITY FOR CHARGES

SHIPPER is liable for payment of any charges in connection with CARRIAGE, except for Return of empty bags (Sacs Vides), which will be charged to the CONSIGNEE.

## ARTICLE 9 – SUCCESSIVE CARRIERS

CARRIAGE to be performed under one DELIVERY BILL and one DISPATCH by several successive CARRIERS is regarded as a single operation, where the liabilities and responsibilities of CARRIER end after SHIPMENT was

9.1 transferred to the next CARRIER or

9.2 delivered to the Airmail Unit at the Transit Airport for further disposition or

9.3 delivered to an Agent of SHIPPER at the Transit Airport.

Clause 8.1 applies correspondingly, including but not limited to proof of transfer to the next CARRIER/delivery to the Airmail Unit or the Agent of SHIPPER and the obligation to report irregularities, damages or losses (partly or total) to CARRIER within 24 hours ("NOTICE") with CARRIER being not liable in case of failure to comply with this obligation.

## ARTICLE 10 – CARRIER'S LIABILITY

10.1 CARRIER is liable to SHIPPER or any third party whose rights are derived from SHIPPER for damage sustained in the event of destruction or loss of, or damage to, or delay in the CARRIAGE of MAIL only if the occurrence which caused the damage so sustained took place during the CARRIAGE as defined under Article 1.

10.2 To the extent provided by APPLICABLE ACTS OF THE UPU, CARRIER'S liability shall be limited to the amount stipulated in such APPLICABLE ACTS OF THE UPU notwithstanding the existence of gross negligence or willful misconduct on the part of CARRIER or as long as not otherwise limited by CARRIER.

10.3 CARRIER is not liable if the destruction, loss of or damage to MAIL is proven to have resulted solely from the inherent defect, quality, nature or vice of that MAIL.

10.4 CARRIER shall not be liable for any consequential loss or damage arising from CARRIAGE subject to these conditions, whether or not CARRIER had knowledge that such loss or damage might be incurred.

10.5 Contributory negligence on the part of SHIPPER, CONSIGNEE, or other claimants releases CARRIER of its liability to the extent provided by APPLICABLE ACTS OF THE UPU and applicable law.

10.6 Liability of CARRIER shall not exceed the limits of the APPLICABLE ACTS OF THE UPU or 17 SPECIAL DRAWING RIGHTS per kilogram of MAIL destroyed, lost or damaged, whatever is lower. All claims shall be subject to proof of value.

10.7 In case of loss, or damage of part of SHIPMENT, or of any object contained therein, the weight to be taken into consideration in determining the amount to which CARRIER'S liability is limited shall be only the weight of the items concerned.

10.8 SHIPPER, and to the extent permitted by applicable law, the owner and CONSIGNEE whose property or SHIPMENT causes damage to or destruction of another SHIPMENT or of the property of CARRIER, shall indemnify CARRIER for all losses and expenses incurred by CARRIER. MAIL which, because of inherent defect, quality or vice or because of defective packing, 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.

10.9 In case TRANSPORT is performed by several CARRIERS, no CARRIER shall be liable for the loss, damage or delay of MAIL performed on other CARRIER'S services.

10.10 Whenever the liability of CARRIER is excluded or limited under these conditions, such exclusion or limitation shall apply to AGENTS, servants or representatives of CARRIER and also to any CARRIER whose aircraft or other means of transportation is used for CARRIAGE.

## ARTICLE 11 – APPLICABLE LAW AND JURISDICTION

11.1 All CARRIAGE and other services performed by CARRIER are governed and construed in accordance with the laws (including national laws implementing or extending international laws), government regulations, orders and requirements of the Republic of Austria with the exception of the rules of conflict of laws and the Vienna Convention on the Sale of Goods (CISG).

11.2 To the extent that any provision contained or referred to herein is contrary to anything contained in the APPLICABLE CONVENTION, in any applicable laws, government regulations, orders or requirements that cannot be waived by agreement of the parties, or in prior concluded framework agreements such provision shall not apply.

11.3 To the extent that any provision, terms and conditions of SHIPPER alter or modify, supplement or conflict with the provisions contained or referred to herein such provision shall not apply unless both parties expressly agree so in writing.

11.4 If any term of this Agreement is or becomes illegal, invalid or unenforceable, that will not affect the legality, validity or enforceability of any other term of this Agreement.

11.5 Any dispute arising out of or in connection with the CARRIAGE and other services performed by CARRIER shall be subject to the exclusive jurisdiction of the courts of Austria.

## ARTICLE 12 – MODIFICATION AND WAIVER

No AGENT, servant or representative of CARRIER has authority to alter, modify or waive any provision of the contract of CARRIAGE or of these conditions.