

## **General Terms of Carriage of Cargo of Turkish Airlines, Inc.**

### **ARTICLE 1 – DEFINITIONS**

- 1.1** "Agent" means unless otherwise specified in these present General Terms of Carriage of Cargo, any natural or legal person who has authority, express or implied, to act for or on behalf of the Carrier in relation to the Carriage of Cargo.
- 1.2** "Contract of Carriage" means the oral or written agreement between the Consignor and the Carrier in relation to the Carriage to be performed by the Carrier, including the Freight Rates.
- 1.3** "Air Waybill/Air Consignment Note" means the document which is named as "Air Waybill/Air Consignment Note" (in these present General Terms of Carriage of Cargo, the expressions of "Air Waybill/Air Consignment Note" may be used interchangeably and will have the same meaning) that is made out to the Consignor or on his behalf and that evidences the "Contract of Carriage" between the Consignor and the Carrier in relation to the Carriage of Cargo and that may also be (as applicable) in an electronic format according to Article 4.1 hereof.
- 1.4** "Applicable Convention" means, insofar as it applies to the Contract of Carriage, one or several of the following conventions:
  - 1.4.1** The Convention for the Unification of Certain Rules for International Carriage by Air signed in Montreal dated May 28, 1999 (hereinafter to be referred to as the "Montreal Convention");
  - 1.4.2** The Convention for the Unification of Certain Rules Relating to International Carriage by Air signed in Warsaw on October 12, 1929 (hereinafter to be referred to as the "Warsaw Convention");
  - 1.4.3** The Warsaw Convention as amended at the Hague on September 28, 1955;
  - 1.4.4** The Warsaw Convention as amended by the Additional Protocol No. 1 of Montreal of 1975;
  - 1.4.5** The Warsaw Convention as amended at the Hague on 1955 and by the Additional Protocol No. 2 of Montreal of 1975;
  - 1.4.6** The Warsaw Convention as amended at the Hague on 1955 and by the Additional Protocol No. 3 and 4 of Montreal in 1975;
- 1.5** "Cargo" (which is equivalent to the term "goods") means any good carried or to be carried in an aircraft, insofar as permitted under the laws and regulations and Applicable Convention to

which the flight is subject. Unaccompanied baggage and animals carried under an Air Waybill/Air Consignment Note or Shipment Record are Cargo within the scope of this definition.

**1.6** "Carriage" means the carriage of Cargo by air or any other transportation means, whether with charge or without charge.

**1.7** "Carrier(s)" means the carriers issuing the Air Waybill/Air Consignment Note or preserving the Shipment Record or (as applicable) named as the "carrier" in other Carriage documents and each carrier carrying the Cargo or undertaking to carry the Cargo or performing any part or all of the other services related to such Carriage.

**1.8** "Performing Carrier" means the airfreight Carrier which on the basis of the authorization granted by the contractual airfreight Carrier, performs the Carriage as a whole or in part, without being a successive Carrier.

"Successive Carrier" means the airfreight Carrier which on the basis of a contract with one or several other Carriers and relying on one Air Waybill/Air Consignment Note performs the Carriage as a unified service.

**1.9** "Freight Rate(s)/Tariffs" means those weight- or value-related remunerations and fees of the Carrier which apply to the Carriage and kind of Carriage chosen by the Consignor on the date of the issuance of the Air Waybill/Air Consignment Note or which are agreed between the parties to the Contract of Carriage.

**1.10** "Other Charges" means the duties and all other expenses which are agreed between the parties to the Contract of Carriage, depending on the type of Carriage.

**1.11** "Consignee" means the natural or legal person the name of whom/which appears on the Air Waybill/Air Consignment Note or Shipment Record, as the party to whom/which the Cargo is to be delivered.

**1.12** "Days" means full calendar days, including Sundays and public holidays, provided that for the purposes of notification, the balance of the day upon which the notice is despatched or the date of the issuance of the Carriage document or the day of flight departure will not be counted, in the calculation of the period of validity.

**1.13** "Delivery Service" means upon request, the Carriage - at the points where the Carrier offers delivery services - of inbound Cargo from the airport of destination to the address of the

Consignee or that of its designated Agent or to the custody of the competent authorities, if so required, over the terms as accepted by the Carrier.

- 1.14** "Pick-up Service" means the Carriage - at the points where the Carrier offers delivery services – of outbound Cargo from the point of pick-up at the address of the Shipper or that of his designated Agent to the airport of departure, including any incidental surface Carriage between airports, over the terms as designated by the Carrier.
- 1.15** "Shipment" (which is equivalent to the term of "Consignment") means, unless otherwise provided in these present General Terms of Carriage of Cargo, one or more packages, pieces or bundles of Cargo which are reimbursed and which are accepted by the Carrier from one Shipper at one time or at one address, receipted for in one lot and under a single Air Waybill/Air Consignment Note or a single Shipment Record, for Carriage to one Consignee at one destination address.
- 1.16** "Shipment Record" means any record relating to the goods which carried under the control of the Carrier, as evidenced by means other than an Air Waybill/Air Consignment Note.
- 1.17** "Shipper" (which is equivalent to the term of "Consignor") means the person the name of whom/which appears on the Air Waybill/Air Consignment Note or Shipment Record, as the party contracting with the Carrier for the carriage of Cargo.
- 1.18** "Special Drawing Right" means the Special Drawing Right as defined by the International Monetary Fund.
- 1.19** "Other Recording" means the documentation, which holds information about the Carriage. In these General Terms of Carriage of Cargo, the Airway Bill/Air Consignment Note always constitutes a reference to other recording.
- "Charges Collect Shipments" means the Shipments which may be delivered through the collection of the Carriage and Other Charges at the point of departure, against delivery of the Cargo, at the places where permitted under the Carrier's organization and if accepted by the Carrier.
- 1.20** "Code Sharing" means the arrangement, sharing enabling the use of a non-operative flight number concurrent with the operative flight number of another Carrier performing the Carriage.

- 1.21** “Force Majeure” means extraordinary circumstances which are unexpected, and which could not have been avoided despite all reasonable measures being taken.
- 1.22** “Carrier’s Rules” means the rules or arrangements, other than the General Terms of Carriage of Cargo which are provided herein, which are applicable on the date on which the Air Waybill/Air Consignment Note is issued, also including the current rates, as published or established by the Carrier, issuing the Carriage of Cargo.

## **ARTICLE 2 – APPLICABLE LAW AND SCOPE OF APPLICATION OF THE GENERAL TERMS OF CARRIAGE OF CARGO**

### **2.1 General**

These General Terms of Carriage of Cargo shall apply to all services relating to the Carriage of Cargo which are performed by the Carrier or any third parties on behalf of the Carrier, including all potential services as deemed appropriate to be furnished by the Carrier, if so required, even if not requested by the Consignor or the Consignee; provided however that if the Carriage is “International Carriage” according to the provisions of the Applicable Convention, such Carriage shall be subject to the terms of the Applicable Convention which is set forth in Article 1.4 and to these General Terms of Carriage of Cargo, to the extent that they are not inconsistent with the provisions of the Applicable Convention.

### **2.2 Governing laws and Carrier’s Rules**

To the extent not inconsistent with Article 2.1 hereof, all Carriage of Cargo and other incidental services which are performed by the Carrier are subject to the following provisions:

- 2.1.1 Applicable laws (including national laws extending the provisions of the Applicable Convention to Carriage which is not “international carriage”) government regulations, orders, requirements.

### **2.3 Carrier’s Rules**

It means the Carrier’s rules, terms, rate tariffs, policies, procedures and regulations, other than these General Terms of Carriage of Cargo, which regulate the Carriage of Cargo and which have been published or formed by the Carrier. However, the departure and arrival times set forth in the tariffs are not included within this scope. These rules are accessible from the website of [www.turkishcargo.com.tr/en](http://www.turkishcargo.com.tr/en) or any branch office or airports where the Carrier operates scheduled service.

- 2.4** Except for the places of departure and destination as indicated in the Air Waybill/Air Consignment Note or scheduled as regular stopping places on the flight schedules of the Carrier, the Carrier may change the stopping points, as agreed for the purposes of the Convention, when so required.

**2.5** The provisions of these General Terms of Carriage of Cargo cannot be modified to the detriment of the Consignor or Consignee, in a manner which contradicts the regulations and laws as required by public order.

## **2.6 Scope of application of the terms of Carriage**

Any carriage of Cargo, including all services relating thereto as set forth in the Freight Rates published in connection with these General Terms of Carriage of Cargo, is in consideration of Article 1.4 subject to these General Terms of Carriage of Cargo and to the published tariffs as in effect at the date of the issuance of the Air Waybill/Air Consignment Note or the Shipment Record according Article 4.2, or to the tariffs agreed between the contracting parties. Product or service specific tariffs and terms of Carriage for special cargo or special services can be found on the Carrier's website of [www.turkishcargo.com.tr/en](http://www.turkishcargo.com.tr/en) or, if such are not enumerated therein, in the IATA TACT Rules book. The Carrier may appoint third parties to perform the owed Carriage services.

## **2.7 Application to the United States of America and Canada**

These General Terms of Carriage of Cargo do not apply to Carriage between places in the United States of America or Canada or between a place in the United States of America and in Canada and any other place outside thereof to which tariffs in force in those countries apply. The rules and tariffs which apply to such Carriage are available for inspection at the offices of the Carrier.

## **2.8 Gratuitous Carriage**

With respect to gratuitous Carriage, the Carrier reserves the right to exclude the application of all or any part of these General Terms of Carriage of Cargo.

## **2.9 Charters**

With respect to Cargo Carriage performed pursuant to a charter agreement with the Carrier, such Carriage shall be subject to the provisions of the Carrier's charter regulations, if available and these General Terms of Carriage of Cargo shall not be applicable, unless otherwise provided in the regulation on the charter Carriage. If the Carrier does not have any applicable charter regulation, these General Terms of Carriage of Cargo shall be applicable, unless the Carrier excludes the applicability of all or any part of these terms. In the event of any discrepancy between the valid provisions of these General Terms of Carriage of Cargo and the charter regulation, the latter shall prevail in terms of the charter Carriage. The Consignor who commissions a Carriage pursuant to a charter agreement, shall be deemed as bound by the terms of Carriage of Charter Cargo, irrespective of whether expressly or implicitly agreed thereby.

## **2.10 Change without Notice**

Unless otherwise provided for under the applicable laws or governmental regulations or orders, these General Terms of Carriage of Cargo as well as the rates, costs and Other Charges which are published by the Carrier may be changed by the Carrier without any notice. The Carriage of Cargo is subject to the Freight Rate which is applicable on the date of the issuance of the Air Waybill/Air Consignment Note, costs and Other Charges.

## **2.11 Predominance of the General Terms of Carriage of Cargo**

The Carriage of Cargo shall be subject to the Carrier's Rules, regulations and tariffs which are applicable on the date on which the Air Waybill/Air Consignment Note is issued or the date of Shipment. In case of any discrepancy between the Carrier's Rules, regulations and tariffs which are applicable on the date of issuance of the Air Waybill/Air Consignment Note or the date of Shipment and these General Terms of Carriage of Cargo, these General Terms of Carriage of Cargo shall prevail, unless otherwise specified.

## **ARTICLE 3 – ACCEPTABILITY OF GOODS FOR CARRIAGE**

### **3.1 Permissible Cargo**

3.1.1 The Carrier may accept, subject to the availability of suitable equipment and space of loading and excluding the circumstances in which the Carriage of Cargo cannot reasonably be expected therefrom, the Carriage of all kinds of commodities, goods, products provided however that:

3.1.1.1 the goods must not be in the nature which is excluded from Carriage of Cargo according to the Carrier's Rules;

3.1.1.2 the Carriage thereof must not be prohibited by the laws concerning embargo, exportation and importation, or legislation or arrangements of any country from which, to which or through which the flight takes place;

3.1.1.3 the Cargo must be packed in a manner suitable for Carriage by air and if any, special instructions of the Carrier which are available on the website of [www.turkishcargo.com.tr/en](http://www.turkishcargo.com.tr/en) as well as special rules which are stipulated by the relevant countries;

3.1.1.4 all necessary approvals for dispatch must be obtained from the public authorities in the countries from which, to which or through which the flight takes off; the formalities and customs documents must have been attained and if any, the notifications of the relevant country authorities regarding the

dispatch of the other Cargo goods, must have been presented to the Carrier, prior to the flight, together with all shipping documents;

3.1.1.5 the Cargo must not be in a nature endangering the aircraft, persons or goods or causing damage and/or annoyance to the passengers or other goods on the aircraft.

3.1.2 The Carrier is entitled not to accept to carry the Cargo, without assuming any liability, when the circumstances so require.

### **3.2 Value Limits of Cargo**

Without prejudice to the Carrier's right to deny carrying the Cargo which is declared with a special value or demand the compliance by the Consignor to the conditions to be notified by the Carrier, as applicable; the Consignor may make a special declaration of interest in value form. The Carrier is entitled to deny carrying the Cargo with a special declaration of value. If the Consignor prefers to deliver the Cargo in such case without any special declaration of value, at its own initiative, the Carrier would not further assume any liability.

### **3.3 Packaging and Labelling of the Cargo**

3.3.1 The Consignor is obligated to pack the Cargo for safe carriage by air – at all stages of Carriage by care, including the stages of loading/unloading, storage, customs and delivery of the Cargo – in a manner suitable to protect it against loss, damage or deterioration and preventing personal injury or damage to third parties, property or the aircraft, in accordance with the qualities thereof and the requirements of carriage by air. The Consignor must choose a secure, neutral packaging material which does not show the contents thereof and prevent the risk from robbery or theft. Each packing unit must bear the name and full postal address of both the Consignor and the Consignee in a legible and permanent manner and it must be marked with the necessary information for the Carriage.

3.3.2 Packages containing valuables as defined in the Carrier's Rules must be sealed if so requested by the Carrier.

3.3.3 In the event of cash on delivery Consignments, the Consignor shall legibly write the letters "C.O.D." on each individual packing item, in addition to the names and addresses of both the Consignor and the Consignee.

### **3.4 Cargo Acceptable Only Under Prescribed Conditions**

- 3.4.1 Without constituting an exhaustive list, dangerous goods, live animals, temperature sensitive materials, perishables, medical materials and live organs, fragile, sensitive materials, human remains and other special Cargo are acceptable for Carriage only under the Carrier's applicable rules and regulations and the conditions which are stipulated under the IATA TACT Rules Book.
- 3.4.2 Temperature-sensitive Cargo – including but not limited to pharmaceuticals – must be packed in accordance with the special characteristics of the Cargo and in a way that guarantees adequate protection against heat/cold, which could potentially damage the Cargo. This includes sending the Cargo by the Consignor in active heat controlled containers, which are available for special Consignment as provided by the Carrier – where appropriate for an additional fee. Nevertheless, the provision by the Carrier of special transport containers thereby shall not be construed as the modification of the legislation to which the Carriage is subject or the removal of the limitation on liability and shall not constitute as an obstacle to the applicability of the prescribed limitations of liability for Carriage, unless a special declaration of value as per Article 3.2 hereof is made.
- 3.4.3 Hazardous materials must be marked as such in accordance with applicable legislations and regulations. If the hazardous materials, valuables and live animals are accepted for Carriage, they should be marked according to the applicable laws and regulations and they should be sent by the Consignor in a secure cover and packaging, to prevent the display of the valuables and the receipt of goods from the packaging, so that the Carrier may carry out operations in accordance with the rates and tariffs as published thereby for the Carriage of such goods.

### **3.5 Responsibility for Non-Observance of Conditions Relation to Special Cargo**

According to these General Terms of Carriage of Cargo, the Consignor is obligated to abide by the terms on the Carriage of Special Cargo and to refrain from handing over of Consignments which are not in conformity with the Rules of Carriage of Special Cargo. The Consignor is responsible towards the Carrier and third parties for any losses and penalties which are confronted thereby, due to the violation of these rules or negligence. The Consignor shall hold the Carrier harmless from all claims of third parties, including the costs for legal defense to be incurred therefor.

### **3.6 Carrier's Right of Inspection**

The Carrier is not obliged to check the accuracy and the content of the Cargo documents and/or data. Without purporting any such liability or responsibility, the Carrier is entitled to inspect the packaging and contents of all Consignment and to enquire into the correctness or sufficiency of information or documents tendered in respect of any Shipment. The Carrier shall

not be liable for any loss of profit, costs or other losses to be incurred either by the Consignor or third parties, due to the non-observance by the Consignor of the necessary conditions.

### **3.7 Unit Load Devices**

When the Consignor undertakes to load a unit load device (ULD), the Consignor must abide by the Carrier's loading instructions and shall be liable for and indemnify the Carrier against all consequences of any non-compliance with such instructions.

### **3.8 Tracking and Measuring Devices**

The Consignor must declare the equipment for tracking of Shipments or equipment to record transport and/or sShipment related data attached at or located in the sShipment during the issuance of the Air Waybill/Air Consignment Note and at the latest when handing over these sShipments to the Carrier or its officer, by clearly stating the relevant device/ equipment /appliance. Such tracking devices are only permissible if they have been developed specifically for the use on board of aircrafts and have been certified according to official regulations or if they are in compliance with provisions set out by the Carrier. The use of such devices is solely aimed at documenting that the quality standards sought under the rules of the contract between the Consignor and the Consignee have been ensured. Additional responsibilities cannot be imposed against the Carrier due to the existence of such devices. The Carrier is entitled to eliminate the disruption (any damage, storage of the Cargo at the wrong temperature etc.) which may arise after the acceptance of Cargo, without notifying the Consignor/Consignee and continue the Consignment.

## **ARTICLE 4 – DOCUMENTATION**

The Consignor shall make out or have made out on its behalf, an Air Waybill/Air Consignment Note, in the form, manner and number of copies as prescribed by the Carrier and shall deliver it to the Carrier at the time of the delivery of Cargo and/or shall have it prepared in the electronic format as accepted by the Carrier. However, the Carrier shall indicate the charges for Carriage and Other Charges on the Air Waybill/Air Consignment Note, insofar as they can be ascertained in advance. If there are more than one package or if the Cargo cannot be carried in one package on one flight without violating the Carrier's Rules or the regulations governing the Carriage; the Carrier may require the Consignor to make out, or have made out on its behalf, separate Air Waybills/Air Consignment Note. The Consignor is at all times required to use the current form of Air Waybill/Air Consignment Note which is available in the IATA TACT Rules book.

#### **4.1 Electronic Air Waybill/Air Consignment Note**

The Air Waybill/Air Consignment Note may be made out electronically and/or stored pursuant to signing with the electronic signature as recognized by the Carrier, if the Carrier so provides for such possibility. However, the Air Waybill/Air Consignment Note must be physically available and submitted at the time of the handing over of the Cargo. The open accompanying freight documents which are attached to the Air Waybill/Air Consignment Note may not be scanned and electronically stored by the Carrier. Likewise, the Carrier may also scan and electronically store the Electronic Air Waybill/Air Consignment Note. After electronically storing the documents attached to the Air Waybill/Air Consignment Note, the Carrier may send them to the place of destination, independently from the Carriage of Cargo.

#### **4.2 Shipment Record**

The Carrier, with the express or implied consent of the Consignor, may hand over a shipment record instead of an Air Waybill/Air Consignment Note to preserve a record of the Carriage to be performed. If such shipment record is used, upon request by the Consignor, the Carrier shall deliver to the Consignor a goods receipt document permitting the access to the information contained in the shipment record and the identification of the Consignment.

#### **4.3 Apparent Condition and Packing of the Cargo**

If no Air Waybill/Air Consignment Note is delivered, the Consignor is obligated to advise the Carrier of the apparent condition of the Cargo and to enable the Carrier to insert an appropriate reference in the Shipment Record. If the Consignor fails to include such statement in the Air Waybill/Air Consignment Note or furnish information to the Carrier regarding the apparent condition of the Cargo or if such statement or information are incorrect, the Carrier may indicate the apparent condition of the Cargo in the Air Waybill/Air Consignment Note or shipment record or note a correction thereto.

#### **4.4 Preparation, completion or correction by the Carrier**

The Carrier may, upon the Consignor's express or implied request, prepare the Air Waybill/Air Consignment Note. In such case, unless otherwise proven, the Carrier shall be deemed as acted on behalf of the Consignor. If the Air Waybill/Air Consignment Note or shipment record which was handed over with the Cargo does not contain all of the required particulars or if it contains errors, in such case, the Carrier is authorized to (but is not obligated to) complete or correct the particulars or statements in the Air Waybill/Air Consignment Note to the best of the Carrier's ability, in order to correct the deficiencies/errors, in case of a risk of default and if the Carrier's attempts to correct the deficiencies in any other way remain unsuccessful.

#### **4.5 House AWB (HAWB)**

If the house Air Waybill/Air Consignment Note which is notified to the Carrier contains errors, the Consignor/Agent agrees that for the purposes of implementing the contract, the Carrier shall make corrections on behalf of the Consignor/Agent and shall send a notification on the corrections to the parties. The Consignor/Agent agrees that in such case, the correction shall be charged according to the IATA TACT Rules Book which were valid at the time of the conclusion of the contract.

#### **4.6 Liability for the accuracy of the data in the Air Waybill/Air Consignment Note or Shipment Record**

The Consignor shall be liable towards the Carrier for the correctness and completeness of all data entered in the Air Waybill/Air Consignment Note or Shipment Record by itself, its Agents or the Carrier and the accuracy of the declarations made by the Consignor or its Agent to the Carrier regarding the value of the goods among the record entered in the Air Waybill/Air Consignment Note by the Carrier under Article 4.2 hereof. If such information are furnished through Electronic Interchange Data (EDI); the confirmation of the content, correctness and integrity of the EDI messages or subsequent messages in accordance with the agreed standards and particulars pertains to the Consignor or its Agent. The Consignor is liable for any damages incurred by the Carrier or any third parties due to the inaccuracy, incorrectness or incompleteness of the data which are disclosed by itself or on its behalf.

#### **4.7 Form, Changes**

The Carrier is not obligated to accept any Air Waybill/Air Consignment Note, on which there are changes or erasures. The Carrier's or Consignor's signature may be replaced by a stamp or seal. Insofar as declarations require written form, the seal or signature shall have equal standing as a signature, provided that the originator can be identified.

### **ARTICLE 5 – FREIGHT RATES AND CHARGES**

#### **5.1 Applicable rates and charges**

The Freight Rates and charges applicable under these General Terms of Carriage of Cargo are the rates and charges which are duly published by the Carrier for the chosen form and route of Carriage and which are valid on the date of the issuance of the Air Waybill/Air Consignment Note by the Carrier or the date of entry of the Shipment Record, or as applicable which have been agreed between the parties, provided not to be below the tariff rates. The Freight Rates and Other Charges the rates are announced by the Carrier for the chosen form and route of Carriage, on the date of Consignment.

## **5.2 Basis of rates and charges**

Freight Rates and charges for the Cargo to be carried depend on the higher of the total weight or total volume of Cargo and, if applicable, on the surcharge on the form of Carriage chosen by the Consignor in accordance with the Carrier's tariffs.

## **5.3 Services not Included in the Published Rates and Charges**

Unless otherwise provided in the Carrier's Rules and regulations, the Freight Rates and charges apply to the Carriage of Cargo by air or by substitute land transportation between airports or other airfields at or near the designated locations. Unless expressly otherwise provided for in the published tariffs, the Freight Rates and charges do not include any ancillary services provided by the Carrier in connection with the Carriage by air. The services which are not included in the publishes rates and charges include but are not limited to the following:

- a) Insurance fees
- b) Storage service costs
- c) Pick-up, transportation, delivery of the goods from the airport to another address, if the Carrier offers such services
- d) Cash on delivery charges
- e) Customs clearance charges incurred by the Carrier upon customs clearing of the Cargo or incurred by 3rd parties, irrespective of whether they arise in the name of the Carrier, Consignor, owner of the Cargo or the Consignee
- f) Charges, expenses, dues, fees, penalties as well as all kinds of duties, liabilities and taxes imposed by the competent authorities
- g) Costs incurred by the Carrier in repairing defective erroneous packaging
- h) Freight charges for the unloading, storage and reloading of the freight which arrives with any means of transportation other than by air and which shall be carried to the point of delivery by any means of transportation other than by air
- i) Additional service charges and similar services and costs

## **5.4 Payment of Freight Rates and charges**

5.4.1 Freight Rates and charges are published in the currency shown on the applicable rate tariffs and may be paid in any currency which is previously indicated by the Carrier to be acceptable. If the payment is made over the currency in which the rates or charges are published, it shall be calculated by the Carrier over the declared exchange rate on

the making out of the Air Waybill/Air Consignment Note or the date of the payment, whichever is higher; provided not to be inconsistent with any legal regulations.

- 5.4.2 The full relevant Freight Rate, whether advanced or charged forward, as well as costs, duties, taxes, fees, expenses or other payments effected by the Carrier or accrued or accruing to it as well as any other amounts to be paid to the Carrier are considered as fully earned upon conclusion of the Contract of Carriage, irrespective of performance, incomplete, defective, or delayed performance and/or non-performance of Carriage.
- 5.4.3 All Freight Rates and all kinds of Other Charges, expenses, taxes etc. shall be due and payable upon handing over of the Cargo to the Carrier; except that they may be collected by the Carrier thereafter due to the acceptance by the Carrier of the payment of Freight Charges upon the delivery of Cargo as per Article 5.4.5 hereof and the charges collect as recorded in the Air Waybill/Air Consignment Note.
- 5.4.4 With regard to all charges and costs which cannot be ascertained at the time when the Cargo is handed over for Carriage, the Carrier may request the Consignor to deposit an amount which the Carrier considers as adequate for covering these charges and costs. Any residual amount owed by the Carrier to the Consignor or by the Consignor to the Carrier in connection with this deposit shall be settled after performance of the Contract of Carriage and after final determination of the exact amount of these charges and costs.
- 5.4.5 The Consignor accepts and undertakes to pay all unpaid charges, costs and expenses of the Carrier, including the Charges Collect Shipments to be paid at the place of delivery. The Consignor furthermore accepts and undertakes to pay all costs, expenses, penalties, loss of time, damages and other incurred by the Carrier due to the fact that the Cargo comprises of items the Carriage of which are prohibited by law or due to the fact of unlawful, incorrect or insufficient description, labelling, numbering, addressing or packaging of the Cargo, the absence, delay or incorrectness of an export or import permit, other incorrect certificates or documents or by wrong customs valuation or incorrect statements as to weight or volume. In each of these cases, the Carrier possesses a right of lien over the Cargo which are handed over by the Consignor or any third parties on its behalf. In the event of non-payment, the Carrier shall be entitled to dispose of the Cargo by public sale or private sale provided that the Carrier informs the Consignor or Consignee accordingly prior to such sale by written notification sent by mail to the address stated in the Air Waybill/Air Consignment Note; and retain any part or all of the proceeds of such sale for all the Freight Rates or other costs and expenses which remain unpaid. However, even in case of the exercise by the Carrier of its right of lien over the Cargo, the Consignor and the Consignee remain to be severally liable for the shortfall freight rate and other costs and expenses; the exercise by the Carrier of its right of lien shall not release the Consignor or the Consignee, unless all Freight Rates and other costs and expenses

are paid off. The Carrier's right of lien and sale to cover the unpaid freight charges and costs shall not be forfeited or affected by acknowledgement of the payment obligation by the Consignor or the Consignee, unless payment has actually been made. The Carrier may exercise its right of lien as long as the Cargo is in its possession or it is entitled to disposition through the Air Consignment Note or Air Waybill/Air Consignment Note.

- 5.4.6 By accepting the Consignment or exercising any other rights under the contract of Carriage, the Consignee undertakes to pay the charges, fees and expenses, unless paid in advance; however, this does not release the Consignor from its several payment obligation.
- 5.4.7 If the gross weight, measurement, quantity or declared value of the Cargo exceeds the gross weight, measurement, quantity or declared value on which the charges for Carriage have been previously computed, the rates corresponding to the excess shall be paid by the Consignor to the Carrier.
- 5.4.8 All applicable rates for Carriage of Cargo shall be paid by the Consignor prior to the handing over of the Cargo to the Carrier, in accordance with the regulations set forth in the Air Waybill/Air Consignment Note, except for Charges Collect (CC) Shipments which may be performed subject to the conditions which are stipulated in Article 5.4.3 hereof.
- 5.4.9 CC Shipments will only be accepted to the countries listed by the Carrier for Charges Collect Shipments and provided to be in compliance with the conditions set forth in the Carrier's Rules and regulations. Information on countries to which CC service is available may be obtained from the offices or representatives of the Carrier. However, in any event, the Carrier reserves the right to deny Charges Collect Shipments to any countries the regulations of which does not permit the exchange of the national currency into any other currency or the transfer of funds, according to the Carrier's regulations or for operational reasons.
- 5.4.10 The Carrier may deny carrying the Cargo, in case of the non-payment of the Freight Rates or Other Charges, without any liability.

## **ARTICLE 6 – PREPARATION OF CARGO FOR CARRIAGE**

### **6.1 Compliance with the rules of the competent authorities**

- 6.1.1 The Consignor shall comply with all applicable laws, customs and other governmental regulations of any state, country from, through, over or to which the Cargo is carried, including those on packaging, labelling and marking, Carriage or delivery of the Cargo and shall furnish all information all documents required for the compliance with statutory requirements, to the Carrier or its Agent, together with the Air Waybill/Air

Consignment Note. The Carrier is not obliged to verify the correctness or completeness of these information or documents. The Carrier shall not be liable towards the Consignor or any other person, in terms of the losses or costs which arise due to the non-compliance by the Consignor to this provision. The Consignor shall be liable towards the Carrier, for any damages which arise due to the non-compliance by the Consignor to this provision.

6.1.2 The Carrier shall not be liable for refusing to carry any Consignment if the Carrier determines in good faith that such refusal is required by any applicable law, government regulation, requirement, order or condition.

## **6.2 Disbursements and customs formalities**

The Carrier is authorized to (but is not obliged to) advance any duties, taxes or charges. The Consignor and the Consignee are jointly and severally liable for reimbursement thereof to the Carrier. No Carrier shall be under any obligation to incur any expenses or make any advances in connection with the forwarding or reforwarding of the Cargo, except for prepayment by the Consignor. If the Cargo is required to be imported through customs at any location or if there are not any customs clearance agents named on the face of the Air Waybill / Air Consignment Note or Shipment Record; the Cargo shall be deemed as delivered to the Carrier carrying the Cargo to such place or the customs clearance agent as indicated by the Carrier. A copy of the Air Waybill / Air Consignment Note or Shipment Record, as used for such purposes and as certified by the Carrier, shall be deemed as an original.

## **6.3 Flight schedules, routing and cancellations**

6.3.1 The Carrier does not guarantee a definitive time for the departure, arrival or performance of Carriage or delivery of Cargo. The Carrier does not undertake to carry the Cargo on a specific aircraft, or on a specific route or routes or according to any specific Schedule. None of the employees, Agents or representatives of the Carrier is authorized to bind the Carrier by any statements regarding the dates or times of departure or arrival or operation of any flight. The Carrier assumes to carry the Cargo reasonably. Times shown on Carrier's timetables or elsewhere are approximate and are not guaranteed and do not form a part of the Contract of Carriage. No time is fixed for commencement or completion of Carriage or delivery of Cargo. The Carrier is authorized to choose the capacities and availabilities and the route or routes of the Consignment according to its own operational conditions or to deviate therefrom, even if stated in the Air Waybill / Air Consignment Note or Shipment Record. The Carrier is not liable for any errors or faults in the timetables or other lists.

6.3.2 The Contract of Carriage does not guarantee a specific aircraft for Carriage or its suitability for carriage of Cargo to which the Contract of Carriage refers. The Carrier may, without notice, deploy another means of transportation partially or entirely for the Consignment or another Carrier or a substitute aircraft. In such case, the Carrier may

forward all information and accompanying documents of the Consignment which are required for the performance of Carriage, to the other Carrier.

- 6.3.3 The Carrier may, without notice, cancel, terminate, change, divert, postpone, delay or advance any flight, or further Carriage of any Cargo, or to proceed with any flight without all or any part of the Cargo, if it considers it reasonable on its own initiative or if any other circumstances so require, for the following reasons:

irrespective of whether the event has in fact occurred or not, whether it is just a threat or a reported possibility or whether this directly or indirectly results in a delay or any bigger, direct or indirect, current or subsequent disruption on the flight or not - due to any event beyond its control (including, but not limited to: weather conditions, acts of God, governmental or competent authority orders, strikes, riots, political disturbances, civil commotions, illegal demonstrations, embargoes, wars, hostilities, unstable international conditions, terrorism or governmental warnings against terrorism or war); any event which could not reasonably be foreseen, anticipated or expected; governmental regulations; demands or requirements of the authorities other than the Carrier; shortage of labor, equipment; labor-related difficulties of the Carrier or entities deployed thereby.

- 6.3.4 If, for the foregoing grounds, the place of arrival of any Consignment is partially or entirely changed, or any flight regarding the Consignment is cancelled, diverted, postponed, delayed, advanced or abandoned in entirety or the Contract of Carriage thereof is wholly or partially terminated, the Carrier shall not be under any liability with respect thereto. In the event of the cancellation of the Consignment or any part thereof, the delivery of the Consignment to any transfer agent for transfer or delivery or the placing thereof in storage shall be deemed as complete delivery under the Contract of Carriage and the Carrier shall not have any further liabilities, except to give notice to the Consignor or the Consignee, located at the address stated in the Air Waybill/Air Consignment Note or Shipment Record. The Carrier may (but shall not be obligated to) forward the Consignment for Carriage by any other route or forward the Consignment for onward Carriage by any transportation service on behalf of the Consignor or the Consignee. The cost of carriage, cancellation, diverting etc. of the Consignment to any other point than as stated in the Air Waybill/Air Consignment Note due to reasons which are partially or entirely attributable to the Carrier are included in the Freight Rate.

- 6.3.5 Subject to applicable laws, regulations and orders, the Carrier is authorized to determine the priority of Carriage between the Consignments and as between Cargo and mail or passengers. The Carrier may likewise decide to remove any articles from any Consignment at any time or place whatsoever, and to proceed with the flight without such. If, as a result of the determination of such priority, the Cargo is not carried or the Carriage thereof is postponed or delayed or if any articles are removed

from any Consignment; the Carrier shall not be liable to the Consignor or the Consignee or any other party for any consequences therefor.

#### **6.4 Carrier's right of disposition of Consignment in transit**

If the Carrier deems it necessary to hold any Consignment or any part thereof at any place during or after Carriage for preventing damage or danger the Carrier may store the Consignment or its part(s) at the expense, risk and cost of the Consignor and/or the Consignee at a storehouse or any other available place or with the customs authorities, notifying the Consignor and/or the Consignee at the address stated in the Air Waybill/Air Consignment Note /Shipment Record; the Carrier may also hand over the Consignment to any other Carrier for further Carriage to the Consignee. The Consignor and the Consignee are jointly and severally liable towards the Carrier for any expenses or risks arising from the foregoing and shall reimburse the Carrier accordingly.

### **ARTICLE 7 – THE CONSIGNOR'S RIGHT OF DISPOSITION**

#### **7.1 Exercise of the Right of Disposition**

Every exercise of the right of disposition over the goods which constitute the subject-matter of the Consignment must be made by the Consignor or his designated Agent, if any, and must be applicable to the entire Consignment under a single Air Waybill/Air Consignment Note, or under a single Shipment Record. The right of disposition over the Cargo may only be exercised if the Consignor or such Agent produces the part of the Air Waybill/Air Consignment Note which was delivered to him, or communicates such other form of authority as may be prescribed by Carrier's regulations. The instructions as to disposition must be given, in writing, in the form and manner as prescribed by Carrier, unless any other procedure has been determined by the Carrier. In the event that the exercise of the right of disposition results in a change of the Consignee, such new Consignee shall be deemed to be the Consignee appearing on the Air Waybill/Air Consignment Note or in the Shipment Record.

#### **7.2 Consignor's option in the exercise of the right of disposition**

7.2.1 Subject to its liability to carry out all of its obligations under the Contract of Carriage and to be exercised in accordance with Article 7.1 hereof and provided that this right of disposition is not exercised in such way as to prejudice Carrier and/or other Consignors, the Consignor may at his own expense dispose of the Cargo either:

7.2.1.1 by withdrawing it at the airport of departure or of destination; 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 to be delivered at the place of destination or in the course of the journey to a person other than the Consignee named in the Air Waybill/Air Consignment Note or Shipment Record; or

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

#### 7.2.2 Carrier's failure to follow the instructions

If it is impossible or practically unreasonable for the Carrier to follow the Consignor's instructions or such instructions are in a nature which cannot be expected from the Carrier, the Carrier shall without undue delay inform the Consignor accordingly and shall not have any liability therefrom to fulfill such demand. The costs incurred thereby shall be added to the freight rate.

### **7.3 Payment of expenses arising due to the exercise by the Consignor of the Right of Disposition**

The Consignor shall be liable for and shall indemnify the Carrier for all expenses, damages or losses suffered or incurred by Carrier as a result of the exercise of its right of disposition. The Consignor shall make an additional payment to the Carrier corresponding to the expenses occasioned by the exercise of its right of disposition.

### **7.4 Scope of Consignor's right**

In the event of the non-exercise by the Consignor of its right of disposition over the Cargo as per Article 7.2 hereof, the Consignor's right of disposition expires after the arrival of the Cargo at the destination, the Consignee takes possession thereof or requests the delivery of Cargo or Air Waybill/Air Consignment Note, or otherwise shows its acceptance of the Cargo. Unless otherwise provided herein, if the Consignee refuses to accept the Cargo or - within the scope of application of the Warsaw Convention of 1929 or 1955, respectively - the Air Waybill/Air Consignment Note, or if the Consignee is unavailable, such right of disposition shall continue to vest in the Consignor.

## **ARTICLE 8 - DELIVERY**

### **8.1 Notice of arrival**

Notice of arrival of the Consignment shall, in the absence of other express instructions in the Air Waybill/Air Consignment Note or the Shipment Record, be sent to the Consignee and any other third party whose name is mentioned in the Air Waybill/Air Consignment Note or Shipment Record as the person to be notified, through the methods of notice as used by the Carrier or by fax, electronic mail or phone. The Carrier shall not be liable for the non-receipt of or delay in the receipt of such notice.

### **8.2 Delivery of Cargo to the Consignee**

Except as otherwise specifically provided in the Air Waybill/Air Consignment Note or Shipment Record, the delivery of the Consignment shall be made only to the Consignee named therein, under the section of the Consignee, or his agent. In case of any hesitation, the Cargo may be delivered to the address which is notified by the Consignor as the agent at the place of arrival. The delivery to the Consignee shall also be deemed to have been effected in the following cases:

- 8.2.1 when the Carrier has delivered to the Consignee or his agent any authorisation from the Carrier required to enable the Consignee to obtain release of the Consignment;
- 8.2.2 when the Consignment has been delivered to customs or other government authorities as required by applicable law or customs regulation;
- 8.2.3 when the Carrier makes the necessary notification as to the receipt of the Cargo as set forth in Article 8.1;
- 8.2.4 The delivery by the Carrier of the Cargo may only be possible in case of the written receipt of the Consignee and the fulfillment of all of the obligations set forth in the Air Waybill/Air Consignment Note and these General Terms of Carriage of Cargo.

### **8.3 Place of delivery**

Insofar as the delivery to the address of the Consignee has not been expressly agreed between the Consignor or the Consignee and the Carrier, the Consignee shall accept delivery and collect of the Consignment at the airport of destination or any other place as designated by the Carrier.

### **8.4 Failure of the Consignee to take delivery**

- 8.4.1 Subject to the provisions of Article 8.5 hereof in which the disposal of perishables are regulated, if the Consignee refuses or fails to take delivery of the Consignment after its arrival at the airport or any other place as designated by the Carrier or the Consignee is not available; the Carrier will endeavour to comply with any instructions of the Consignor as set forth on the face of the Air Waybill/Air Consignment Note, or in the Shipment Record. If such instructions are not so set forth or the Consignor does not give any new instructions or if such instructions cannot reasonably be complied with, the Carrier shall notify the Consignor of the Consignee's failure to take delivery and may act as follows; in order to wait for the Consignor's instructions, return the Consignment to the airport of departure, either by its own flight or means or by any other Carrier or unless otherwise stipulated in the legislation of the relevant place, store it for thirty (30) Days and thereafter, sell the Consignment in one or more lots at public or private sale or destroy or abandon it. Pursuant to the emptying out of the goods, the Carriage shall be deemed as concluded.
- 8.4.2 The Consignor and Consignee are jointly and severally liable for all costs, expenses and all charges resulting from or in connection with the non-acceptance of the Consignment, including the freight charges arising from the return of the Consignment. If the Consignment is returned to the airport of departure, and if the Consignor or owner refuses, fails to make or refrain from making such payment within fourteen (14) Days after the return, the Carrier may by public or private sale dispose of the Consignment or parts thereof after having notified the Consignor of its intention at the address stated in the Air Waybill/Air Consignment Note with a notice period of ten (10) Days.

## **8.5 Disposal of perishables**

- 8.5.1 When a Consignment containing perishable goods is delayed in the possession of Carrier or unclaimed or refused at place of delivery, or for other reasons is threatened with deterioration; the Carrier may immediately take such steps as it sees fit for the protection of itself and other third parties' interest, including but not limited to the destruction or abandonment of all or any part of the Consignment, the sending of communications for instructions at the cost of the Consignor, the storage of the Consignment or any part thereof at the risk and cost of the Consignor or the disposition of the Consignment or any part thereof at public or private sale without notice.
- 8.5.2 In the event of the sale of the Consignment as provided above, either at the place of destination or at the place to which the Consignment has been returned, the Carrier is authorised to pay to itself and other rightholders out of the proceeds of such sale all charges, advances, and expenses of Carrier and other transportation services plus costs of sale, holding any surplus subject to the order of the Consignor. However, a sale of any Consignment shall not discharge the Consignor and/or other incumbent

parties or the owner of any liability hereunder to pay any deficiencies and the liability shall ensue until the costs incurred by the Carrier are reimbursed in full.

8.5.3 By accepting delivery of the Air Waybill/Air Consignment Note and/or the Consignment, the Consignee shall become liable for payment of all costs and charges in connection with the Carriage. Unless otherwise expressly provided in a written agreement, the Consignor shall not be released from its liability for these costs and charges and will remain jointly and severally liable together with the Consignee. The Carrier may make the delivery of the Consignment or the Air Waybill/Air Consignment Note conditional upon the payment of these costs and charges.

## **ARTICLE 9 – PICK-UP AND DELIVERY SERVICES**

### **9.1 Consignments**

Consignments are accepted for Carriage from their receipt at Carrier's Cargo terminal or airport office at the place of departure to the airport at the place of destination.

### **9.2 Availability of service**

Pick-up and inner-city Delivery Services are made available at the points which are suitable to the Carrier's practices, to the extent and subject to the Carrier's Rules, regulations and rates tariffs.

### **9.3 Request for service**

Except when otherwise provided by Carrier's tariffs and unless any instructions to the contrary are given prior to the taking out of the Consignment by the Carrier from the place of arrival, the Carrier may provide Delivery Service, upon demand.

### **9.4 Consignment for which Service is Unavailable**

Pick-up and Delivery Services for any Consignment the handling of which is difficult for the Carrier due to its volume, nature, value or weight, shall not be provided without special arrangement ensuring the acceptance by the requestor of the conditions enabling the acceptance of the Consignment by the Carrier.

### **9.5 Attempt at delivery to the address**

The Consignments which, without any fault on the part of the Carrier, cannot be delivered to the Consignee upon initial attempt at delivery shall be returned to the Carrier's place of dispatch and the Consignee shall be informed thereof. Any further attempts shall be made

only upon the request of the Consignee, and the Carrier may make the additional attempts at delivery conditional upon the payment of the charge as determined according to the tariffs.

## **9.6 Liability**

If Pick-up Service or Delivery Service is performed by or on behalf of the Carrier, such Delivery Service shall be materialized subject to the limitations of liability as set forth in Article 11 hereof.

## **ARTICLE 10 – SUCCESSIVE CARRIERS**

Any Carriage to be performed by several Successive Carriers under one Contract of Carriage shall be regarded as one single Carriage. A Carrier issuing an Air Waybill/Air Consignment Note for Carriage over the lines of another Carrier does so only as agent for such other Carrier. Any reference in a Shipment Record to Carriage to be performed by another Carrier shall be deemed to refer to Carriage to be provided as principal by such other Carrier. No Carrier shall be liable for the loss, damage or delay of Cargo not occurring on its own line except that the Consignor shall have a right of action for such loss, damage or delay on the terms herein provided against the first Carrier and the Consignee or other person entitled to delivery shall have such a right of action against the last Carrier under the Contract of Carriage.

### **10.1 Liability of the airfreight Carrier performing the Carriage**

If an actual Carrier performs the whole or part of Carriage under these General Terms of Carriage of Cargo, both the contractual Carrier and the actual Carrier shall be subject to these General Terms of Carriage of Cargo, unless otherwise provided for in these General Terms of Carriage of Cargo, the former for the whole of the Carriage contemplated in the contract, the latter solely for the Carriage which it performed.

### **10.2 Joint Liability**

The acts and omissions of the actual Carrier, as well as of its Agents and vicarious Agents acting within the scope of their employment shall, in relation to the Carriage performed by the actual Carrier, be deemed to be also as the contractual Carrier. Nevertheless, such acts and omissions shall not subject the actual Carrier to any liabilities exceeding the limitations of liability as regulated under Article 11 of these General Terms of Carriage of Cargo. Unless otherwise agreed, the actual Carrier shall not be affected by the contractual Carrier's obligations which have not been performed in compliance with these General Terms of Carriage of Cargo, or waivers from or defenses of the rights regulated under these General Terms of Carriage of Cargo or any special arrangements as assumed under a special

declaration of any request regarding the delivery on arrival to be made according to the terms as set forth in Article 9 hereof.

## **ARTICLE 11 – CARRIER’S LIABILITY**

**11.1 The Carrier’s liability shall be subject to the regulations and limitations established by the Applicable Convention to the respective Carriage, or by the national or international laws applicable to the respective Carriage. The compensation payments to be made as a result of the damages and losses occurring during the Carriages in connection with any country where the conversion of the national currency into any other currency or the transfer of funds to any other countries is prohibited shall be carried out insofar as the insurance arrangements to which the Carrier is subject. In such case, the Carrier shall not be liable for the non-payment to the aggrieved party under the Insurance arrangements or other country legislation.** This regulation is valid irrespective of whether the Cargo is interrupted and/or the goods are unloaded, loaded or transferred. In no even shall the Carrier’s liability exceed the actual amount of proven damage.

### **11.2 Contributory negligence**

If the damage was caused by any act or omission of the Consignor, Consignee or the person claiming damage, or if such act or omission caused or contributed to the occurrence of damage, the Carrier shall be wholly or partly released from liability, pro rata to the act or omission of such persons.

**The following rules shall be valid unless otherwise stipulated in favor of the Consignor or Consignee under the Applicable Convention or the law.**

### **11.3 EXCLUSION OF LIABILITY or Limitation of Liability**

11.3.1 The Carrier does not assume any liability for loading or delivery periods, or does not guarantee a specific order regarding the Carriage of the goods pertaining to the Carriage of the Cargo, in the same Carriage, according to the order in conformity with the sequence of handing over.

11.3.2 The Carrier shall not be liable if it proves that the damage was caused by one or several of the following events: the nature of the goods and inherent defects, quality thereof, defective packaging of the goods by another person, any act of war (including terrorist acts) or armed conflict, any public/administrative authority orders in connection with the importation, exportation or transit regimes, Force Majeure, in particular acts of God.

- 11.3.3 The Carrier is not liable for damage caused directly or indirectly by any compliance with laws, governmental regulations, requirements or orders or by any other event beyond the Carrier's control. The Carrier is not liable when refusing Carriage of a Consignment after having decided with due discretion and in good faith that the applicable laws and regulations do not permit the Carriage of the Consignment.
- 11.3.4 The Carrier is not liable for damage, loss or destruction to or delay of a Consignment caused by any articles, objects or animals contained therein. The Consignors, Consignees and owners the items of which cause damage, loss or destruction to other Consignments or to the property pertaining to third parties or the Carrier shall be liable towards the Carrier for any losses, damages and costs incurred thereby. The Carrier may at any time, without notice and without incurring any liability, at the Consignor's and Consignee's cost, remove or destroy articles and animals which might endanger aircrafts, persons or property due to their inherent defects, quality or malfunction or defective packaging.
- 11.3.5 The Carrier will not be liable for any loss, damage or expense arising from death due to natural causes or death or injury of any animal caused by the conduct or acts of the animal itself or of other animals such as biting, kicking, goring or smothering, nor for that caused or contributed to by the condition, nature or propensities of the animal, or by the inability of the animal to withstand unavoidable changes in its physical environment inherent in the Carriage.
- 11.3.6 The Carrier is in no event liable for the death or injury of a zoo keeper if caused or contributed by the condition or conduct of the animal.
- 11.3.7 The Carrier shall not be liable for the losses or damages caused by the deterioration, staling or decay due to change of climate, temperature, height or for any other usual circumstance or due to the duration of the agreed Carriage time are taken on.

#### 11.3.8 Limitation of maximum liability

Except for the special declaration of value made according to Article 3.2, unless otherwise provided as per the Applicable Convention or by national or international rules, the Carrier's liability for destroyed, lost, damaged or delayed Cargo is limited to 17 Special Drawing Rights (SDR) per kilogram.

#### 11.3.9 Special declaration of value

The limitations of liability in respect of total amounts under Article 11.3.8 do not apply if the Consignor has made, at the time when the Cargo was handed over, a special declaration of value, the Carrier has accepted such declaration and the Consignor has paid the requested surcharge. In such case, in the event of a value declaration, the Carrier shall pay a compensation for destruction, loss, damage or delay up to the amount of the declared value,

unless it is proven that the sum is lesser than the Consignor's actual interest in delivery at destination. The burden of proof regarding the compensation claims is on the Consignor.

11.3.10 Unless otherwise provided for in a written arrangement, the Carrier is not liable for indirect or consequential damages, irrespective of whether the Carrier knew that any such damage might occur or not. These include in particular loss of turnover, profit or earnings, interest, lost business transactions, currency risks, production shortfall or penalties resulting from any Carriages. This shall not apply to damage caused by gross negligence or willful misconduct by the Carrier or its employees or to liability of the Carrier or its employees for culpably caused injuries of life, body or health. The provisions of the applicable law and agreements remain unaffected.

11.3.11 If the liability of the Carrier is excluded or limited according to these General Terms of Carriage of Cargo, such exclusion or limitation shall likewise apply to any Agents, employees, representatives or vicarious Agents of the Carrier, as well as for any Carrier whose aircraft is used for the Carriage and for the Agents, employees, representatives or vicarious Agents of the latter.

11.3.12 The Carrier is not liable for any damage from additional Carriage resulting from forwarding or reforwarding, unless proven to have been caused by gross negligence or wilful misconduct of the Carrier or are based on a breach of Carrier's duties, which are a precondition for the proper fulfillment of the additional Carriage and on the compliance with the aforementioned duties on which the Consignor regularly relies on or may rely on.

#### **11.4 Liability in case of partial delivery**

If the Consignee or any other person entitled to take delivery is not delivered the entire Consignment but only part thereof or if any part of a Consignment is damaged, destroyed, lost or delayed, only the total weight (for Carriages within the scope of application of the Warsaw Convention of 1929) is relevant for the establishment of the amount for which the Carrier is liable without any consideration of the value of the partial Consignment or its contents.

#### **11.5 Liability for damage by delay**

The Carrier is liable for damage by delay, unless proven that it and its servants or agents took all reasonable measures to prevent the damage or that it or they were not able to take such measures. Determination of the delay depends on the circumstances of each individual case. The provisions of Article 12.2 shall also be applicable to the delay. However, the completion of the delayed Carriage shall not grant any rights to demand a lower tariff or a lower freight rate or offsetting from the freight rate of the damages asserted to have arisen from the delay or compensation.

## **11.6 Value of Cargo**

Without prejudice to the limitations of liability which are prescribed under the Applicable Convention and other national and international regulations as well as the relevant provisions of these General Terms of Carriage of Cargo, in the event of the destruction or loss of, or damage to Cargo, the value of the Cargo at the place and time at which it is accepted for Carriage shall be taken as a basis.

Nevertheless, when the loss, damage or delay of part of the Consignment, or of an object contained therein, affects the value of other packages covered by the same Air Waybill/Air Consignment Note, the total weight of such package(s) shall also be taken into consideration in determining the limitation of liability. In the absence of proof to the contrary, the value of any such part of the Consignment lost, damaged or delayed, as the case may be, shall be determined by reducing the total value of the Consignment in the proportion that the weight of that part of the Consignment lost, damaged or delayed has to the total weight of the Consignment.

## **11.7 Requirement of joinder of claims**

All of the claims regarding a Consignment may be accepted as a single claim, independent from the basis of claim and all damages in connection with the Consignment shall be deemed as compensated, irrespective of the basis of such claim. Without prejudice to the identity of those entitled to sue the Carrier or their rights, any lawsuit may solely be brought in accordance with the conditions designated in the convention applicable to the Carriage and the limitations of liability. Punitive, exemplary or non-compensatory damages shall not be recoverable at such a lawsuit.

## **11.8 Set-off / assignment**

The set-off against claims of the Carrier is only permissible if the respective claim is uncontested, acknowledged or has become non-appealable.

The Consignor may assign any claims arising from contracts with the Carrier only with the prior written consent of the latter.

## **ARTICLE 12 – CLAIMS FOR DAMAGES AND LIMITATIONS ON CLAIMS**

**12.1** The unconditional acceptance of the Cargo by the person entitled to take delivery without any complaints constitutes, unless and until otherwise proven, a proof that the Cargo has been delivered in faultless condition and in compliance with the Contract of Carriage.

If a rightful claimant intends to assert claims for compensation due to damage, partial loss equaling damage or delay, the Consignee must without undue delay inform the Carrier by written notification with sufficient description of the Cargo concerned, the approximate time of damage and the details of the claim, in any event within 14 Days (7 Days within the scope of application of the Warsaw Convention of 1929) after acceptance of the Cargo, and in the event of delay within 21 Days (14 Days within the scope of application of the Warsaw Convention of 1929) after the Cargo was made available to the Consignee. This period is 120 Days as of the making out of the Air Waybill/Air Consignment Note or the acceptance to the storage of the Consignment by the Carrier, in case of non-delivery. A notification of the handling company is not sufficient unless a respective authorization has been given.

## **12.2 Non-compliance with the notification period**

If the Consignee fails to comply with the notification period, any action against the Carrier shall be excluded unless the latter fraudulently hindered the claimant to establish the facts to be notified or to issue the notification in due time.

## **12.3 Limitation on claims**

The right to file an action for damages against the Carrier shall lapse if a lawsuit is not brought within the two years' statutory limitation in Carriage subject to the Applicable Convention as set forth in Article 1.4 herein. If the Convention set forth in Article 1.4 is not applicable, the statutory limitation or prescription as stipulated in the applicable national/international regulations shall be valid. The period shall commence on the date on which the aircraft reaches or should have reached the place of destination or the date on which the Carriage was suspended.

The granting by the Carrier of compensation or the offering thereby to make a payment despite the failure to comply with the notification period or period for bringing an action shall not operate as a waiver of the notification periods or the period for bringing an action, in case of any lawsuit or any claims above the Carrier's limitation of liability.

## **ARTICLE 13 – GOVERNING LAW AND JURISDICTION**

Disputes arising from or in connection with these General Terms of Carriage of Cargo shall be governed by the Turkish Law.

In cases which are subject to the Applicable Convention as set forth in Article 1.4 herein, an action for damages may only be brought within the sovereignty of one of the state parties, at the choice of the claimant either at the court of the location where the headquarters of the Carrier are situated or at the location of its branch office which concluded the contract, or at the court of the place of destination.

**12.4** If any provision contained in the Air Waybill/Air Consignment Note, Shipment Record or in these General Terms of Carriage of Cargo contradicts with the applicable law, governmental regulations, orders or requirements, the validity of the Air Waybill/Air Consignment Note, Shipment Record or the remaining terms of Carriage shall not be affected thereby. The invalid provision shall be replaced by a lawful provision which comes as close as the economic content of the concluded Contract of Carriage in accordance with the respective applicable law.

#### **ARTICLE 14 – MODIFICATION AND WAIVER**

**14.1.** No Agent, servant or representative of Carrier has authority to alter, modify or waive any provision of the Contract of Carriage or of these General Terms of Carriage of Cargo.