Air Waybill - Conditions of contract for cargo services for Non-international Carriage Non-International Carriage of Cargo (other than Baggage and Mail)

- InterGlobe Aviation Limited ("IndiGo") hereby makes the following Regulations relating to the conditions of Non-International carriage of Cargo (Other than Baggage and Mail) performed by IndiGo namely:
 Short Title:
 - a. These regulations may be called the IndiGo Non-International Carriage of Cargo (Other than Baggage and Mail) Regulations 2006 (hereinafter "Regulations").
 - b. It shall come into force from 4thAugust, 2006
- 2) Definitions:

In these regulations, unless there is anything repugnant in the subject or context:

- a. "Government" means the Government of India;
- "Non-International Carriage" means carriage as defined in the Carriage by Air Act, 1972;
- c. "Cargo" in this context will not include baggage and mail;
- d. "Air waybill" means Air Consignment note;
- e. "Shipper" means "consignor",
- f. "Carriage" means transportation of cargo by air;
- g. "Carrier" means the carrier (that is IndiGo), issuing the Air Waybill and;
- h. For the purposes of the exemption from and limitation of liability provisions set forth or referred to in the Air Waybill, "Carrier" includes agents, servants or representative of the "Carrier.
- 3) a. Carriage hereunder is subject to the rules relating to liability established by Carriage by Air, Act, 1972, (69 of 1972) as extended to Non-international carriage with certain exceptions, adaptations and modificationsvide Government, Ministry of Tourism and Civil Aviation Notifications No. AV-11012/8/72-A dated 30th March, 1973 published in Part II Section 3, Sub Section (II) of the Gazette of India dated 30th March, 1973, and modified by Governments, Ministry of Tourism and Civil aviation Notification no. AV-11012/5/79-A dated 5th July 1980 published in Part II Section /, Sub Section (II) of the Gazette of India 19.7.1980.
 - b. Carriage hereunder is subject to:
 - i) Applicable laws, Government regulations, orders, and requirements.
 - ii) Provisions herein set forth.
 - iii) Applicable tariffs, rules, regulations and timetables (but not the time of departure and arrival therein) of the Carrier, which are made part hereof and which may be inspected at any of its office and at airports from which it operates its regular services.
 - c. The agreed stopping places. (which may be altered by the Carrier in case of necessity) and those places, except the place of departure and the place of destination, set forth on the face of airwaybill or shown in carrier's timetable as scheduled stopping places for the route.
 - d. The Shipper acknowledges that he has been given the opportunity to make a special declaration of the value of the Cargo before being accepted by the Carrier, and that the sum entered on the face of the Air Waybill as "Shipper's/ Consignor declared value for carriage" if in excess of Rs. 350/- (Rupees three hundred and Fifty only) per kilogram constitutes such special declaration of value and has paid a supplementary sum it the case so requires, In that case the carrier will be liable to pay a sum not exceeding the declared sum, unless shipper proves that sum is greater than the actual value of the consignment at delivery.
- 4) In so far as any provision contained or referred to in the Air Waybill may be contrary to the mandatory law, Government regulations, orders or requirements, such provisions shall remain applicable to the extent that it is not over-ridden thereby. The invalidity of any provision shall not affect any other part thereof.
- 5) Except as the provision of the second schedule of the Indian Carriage by Air Act, 1972, (69 to 1972) as applicable to Carriage by air not being international carriage with exceptions, adaptations and modifications thereof or other applicable law may otherwise require:-
- a. The Carrier is not liable to the Shipper or any other person for any damage, delay or loss of whatsoever nature (hereinafter collectively referred to as "damage") arising out of or in connection with the Carriage of Cargo, unless such damage excluding delay is proved to have been caused by the negligence or willful fault of the Carrier and there has been no contributory negligence of the shipper, consignee or other claimant. The Carrier will not be liable fordamage caused by delay in the carriage.
- b. The carrier is not liable for any damage directly or indirectly arising out of compliance with any laws, government regulation, orders or requirements or from any cause which is beyond the carrier's control.
- c. The charges for carriage have been based upon the value declared by the shipper, liability shall in no event exceed the Shipper's declared value for Carriage stated on the face of the Air Waybill, and in the absence of such declaration by the Shipper, the liability of the Carrier for any loss, either direct, indirect or otherwise to the Shipper, consignee or to any third

- party arising out of non-delivery or mis-delivery or negligence or for any other reason whatsoever shall not exceed Rs. 350/-(Rupees three Hundred and Fifty only) per kilogram of Goods and in comparison to the invoice value, whichever is lower. This limitation of liability of the Carrier will be a valid defense against claims made against it either by the Shipper, and/or consignee and/or any third party.
- d. The Shipper hereby agrees that it has taken appropriate insurance cover and such insurance cover is applicable on a door to door basis carrier shall have the right to ask the Shipper a copy of such insurance certificate at its sole discretion.
- e. The Shipper hereby agree to indemnify and hold harmless the Carrier and / or it's officers, agents, employees, consultants etc.in the event of any damage to the consignment when the same is not in IndiGo's possession.
- 6) There shall not be any time limit fixed for the completion of carriage hereunder and the Carrier may without notice substitute alternate carrier or aircraft. The carrier does not assume any obligation to carry the Goods by any specified aircraft or over any particular route or to routes or to make connection to any point according to any particular schedule, and the Carrier is authorized to select, or deviate from the route or routes of shipment, not with standing that the same may be stated on the face of the Air waybill. The shipper shall guarantee the payment of the charges and advances.
- 7) The package said to contain the Cargo, described on the face of the Air Waybill shall be accepted for Carriage from it's receipt at Carrier's terminal orairport office at the place of departure to the airport at the place of destination.
- 8) The Carrier has the right (but shall be under no obligation) to pay any duties, taxes or charge and to make any disbursement with respect to the Cargo, and the Shipper, owner and consignee shall be jointly and severally liable for reimbursement thereof.
- Expect as otherwise specifically provided in the Air Waybill, delivery of goods will be made to the consignee named on the face of the Air Waybill or the consignee's authorized agent accompanied by the consignee's copy of the Air waybill. Notice of arrival of the goods, will in the absence of other instruction, be sent to the consignee by registered post. The Carrier will be not liable for the non-receipt or delay in receipt of such notice.

In case of urgency, the Carrier may deliver the Goods to the consignee or Consignee's authorized agent without production of the consignee's copy of the Air Waybill upon a bond being furnished.

The value for purpose of the bond will be calculated at the rate of Rs. 350/-(Rupees three hundred and fifty only) per kilogram of the weight of the consignment, when no value is declared. Where the value is declared for carriage of good, value for purpose of the bond would be the value of the Goods so declared.

The delivery of the consignment in the afore mentioned manner shall be a complete discharge of any responsibility or liability of the Carrier.

- a. Receipt of cargo without complaint at the time of delivery shall be prima facie evidence that the consignment has been delivered correctly and in good condition;
 - No action shall be maintained in the case of damage to Goods unless a complaint is made to carrier in writing by the person entitled to delivery. Such complaint shall be made;
 - i) Of visible damage to the Goods immediately after discovery of damage at the time of delivery and latest within 7 (Seven) days from the date of receipt of goods.
 - ii) Of non-delivery of Goods, within one hundred and twenty (120) days from the date of the issue of the airway bill.
 - c. Any rights to damage against the Carrier shall be extinguished unless an action is brought within two years after the occurrence of the events giving rise to the claim.
- 11) The Shipper shall comply with all applicable laws and other government regulation including those relating to the packing carriage or delivery of the goods, and shall furnish Such information and attach such documents to the Air Waybill as may be necessary to comply with such laws and regulation. The Carrier is not liable to the Shippers or any other person for the loss or expense due to Shippers failure to comply with this provision.
- 12) No agents, servant or representative of the Carrier has authority to alter, modify or waive any provision of the Air Waybill.
- 13) The operator/ carrier shall always be entitled to open up the consignment to ensure the correctness of its contents subject always to it being clearly understood that by doing so the Carrier shall not undertake any responsibility or liability for any contravention of rule 8 of Aircraft Rules 1937 by the Consignor for which, the Consignor alone shall continue to be liable.
- 4) This Air Waybill is a non-negotiable document and by tendering Cargo for transportation by the Carrier, it is deemed that the Shipper agrees to the terms and conditions stated herein.

Notice of carriage of prohibited / restricted article on board aircraft

Carriage of arms, explosive or dangerous good which are prohibited under sub-rules 1 of rule 8 and class of good the carriage of which is permitted subject to provision of sub-rule(3) and (4) of the aircraft rule 1937, shall not be carried or cause or permitted to be carried in any aircraft and contravention of this condition shall entail penal consequence under section 10 of the aircraft Act 1934. For all purpose, consequence and the liabilities shall always be determined according to the real nature of goods carried / sent irrespective of any decoration regarding the nature of goods. A list of prohibited / restricted articles is available at all our cargo booking offices in case of any doubt as whether the carriage of any goods. is prohibited and are permitted subject to any condition, necessary information may be obtained at all our cargo booking offices.