501	IAH	1511	7034				501-15117034								
Shipper's Nam	e and Address		Shippe	er's Account	Numb	er	Not Neg	gotiable	SIL	SILK WAY WEST AIRLINES					
90 S BARDS	RNATIONAL LOG BBROOK CIR LANDS, TX 77382 86769		STATES				Issued		ill 836 CHI	S PATTON D ICAGO, IL 6					
Consignee's N	ame and Address		Consign	nee's Accour	nt Num	ber	It is agre	ed that th	e goods descri	bed herein are	e accepted in apparent g	ood order and condition			
CARGOSAVV 115 AIRPORT #01-33, CARC EMAIL: OPE SINGAPORE, TEL: +65 658 Issuing Carrie PRIMO INTE 90 S BARDS	Y PTE. LTD ' CARGO ROAD GO AGENTS BUILD RATIONS@CARGO 819466, SINGAPO 5 5300 FAX: +65 63 ''S Agent Name and ERNATIONAL LOG BBROOK CIR LANDS, TX 77382	DING C DSAVVY.SG RE B861744 and City GISTICS					REVERS ROAD O GIVEN H BE CARI APPROF CARRIEI declaring	SE HERÉ R ANY O IEREON RIED VIA PRIATE. 1 R'S LIMIT	OF. ALL ĞOOL THER CARRIE BY THE SHIPP INTERMEDIA THE SHIPPER' TATION OF L value for carria	DS MAY BE CER UNLESS SPER, AND SH TE STOPPING S ATTENTION	HE CONDITIONS OF CO ARRIED BY ANY OTHE PECIFIC CONTRARY II IPPER AGREES THAT TO BY PLACES WHICH THE N IS DRAWN TO THE N pper may increase such g a supplemental charge	R MEANS INCLUDING NSTRUCTIONS ARE THE SHIPMENT MAY CARRIER DEEMS OTICE CONCERNING limitation of liability by			
Agent's IATA (	Code		Account No.				Carrier's	Spot N	0.						
	arture(addr. of Firs GE BUSH INTER						File No.	440004		Optional Sh	ipping Information				
To By F	irst R	Routing and		by	to	by	Currence	110001 CHGS	WT/VAL	Other	Declared value for	Declared value for			
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(SII Handling Infort	Airport of Destina  N) SINGAPORE C		_	Requested I			Insu	unt of rance XX	request in a	ccordance w	offers insurance, and s ith the conditions there a box marked 'Amount	of, indicate amount			
These co	ommodities, technol dministration Regul	ogy or softw	are were export	ed from the U	nited S	tates in acc	cordance	with the	Divers	ion contrary to	U.S. law	SCI X			
No. of Pieces RCP	GROSS k	Rate Com	e Class	Chargeable Weight		Rate / Cha	arge		Total		and Quantity of Goods Volume)				
1 SKID 1@48X44X25(	215.00 KG	S		215.00 KGS	6.0	00 / KG		1,290.0	0	CARGO	.IDATED SHIPMENT A MANIFEST 0231101011428	AS PER ATTACHED			
1 SKID	215.00 KG	S						1,290.0	00	- "EREIGH	T PREPAID"				
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	Total Other Ch				part is pro		ed by name a	and is in pro	per condition for ca		ny part of the consignment cont ording to the applicable Dangerd				
Tota	I Prepaid /		Total Collect	+	DDIM	) INTERN	ATIONA	LIOGIS		of Shipper or	Agent				
Tota	1,290.00	/							, SILK WAY						
Currency C	Conversion Rates	CCC	Charges in Dest, C	Currency /		11-01-202 ecuted on (			IAH at (place)	A.	Signature of Issuing Ca	arrier or Agent			
For Carrie	Tot	al Collect	Charges			501-15117034									

If the carriage involves an ultimate destination or stop in a country other than the country of departure, the Montreal Convention or the Warsaw Convention may be applicable to the liability of the Carrier in respect of loss of, damage or delay to cargo. Carrier's limitation of liability in accordance with those Conventions shall be as set forth in subparagraph 4 unless a higher value is declared.

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1. In this contract and the Notices appearing hereon:

CARRIER includes the air carrier issuing this air waybill and all carriers that carry or undertake to carry the cargo or perform any other services related to such carriage. SPECIAL DRAWING RIGHT (SDR) is a Special Drawing Right as defined by the International Monetary Fund. WARSAW CONVENTION means whichever of the following instruments is applicable to the contract of carriage: the Convention for the Unification of Certain Rules Relating to International Carriage by Air, signed at Warsaw, 12 October 1929; that Convention as amended at The Hague on 28 September 1955; that Convention as amended at The Hague 1955 and by Montreal Protocol No. 1, 2, or 4 (1975) as the case may be. MONTREAL CONVENTION means the Convention for the Unification of Certain Rules for International Carriage by Air, done at Montreal on 28 May 1999.

### 2

- **2.1** Carriage is subject to the rules relating to liability established by the Warsaw Convention or the Montreal Convention unless such carriage is not "international carriage" as defined by the applicable Conventions.
- **2.2** To the extent not in conflict with the foregoing, carriage and other related services performed by each Carrier are subject to:
- 2.2.1 applicable laws and government regulations;
- 2.2.2 provisions contained in the air waybill, Carrier's conditions of carriage and related rules, regulations, and timetables (but not the times of departure and arrival stated therein) and applicable tariffs of such Carrier, which are made part hereof, and which may be inspected at any airports or other cargo sales offices from which it operates regular services. When carriage is to/from the USA, the shipper and the consignee are entitled, upon request, to receive a free copy of the Carrier's conditions of carriage. The Carrier's conditions of carriage include, but are not limited to:
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- **2.2.2.2** claims restrictions, including time periods within which shippers or consignees must file a claim or bring an action against the Carrier for its acts or omissions, or those of its agents;
- 2.2.2.3 rights, if any, of the Carrier to change the terms of the contract;
- 2.2.2.4 rules about Carrier's right to refuse to carry;
- **2.2.2.5** rights of the Carrier and limitations concerning delay or failure to perform service, including schedule changes, substitution of alternate Carrier or aircraft and rerouting.
- 3. The agreed stopping places (which may be altered by Carrier in case of necessity) are those places, except the place of departure and place of destination, set forth on the face hereof or shown in Carrier's timetables as scheduled stopping places for the route. Carriage to be performed hereunder by several successive Carriers is regarded as a single operation.
- **4.** For carriage to which the Montreal Convention does not apply, Carrier's liability limitation for cargo lost, damaged or delayed shall be 22 SDRs per kilogram unless a greater per kilogram monetary limit is provided in any applicable Convention or in Carrier's tariffs or general conditions of carriage.

# 5

**5.1** Except when the Carrier has extended credit to the consignee without the written consent of the shipper, the shipper guarantees payment of all charges for the carriage due in accordance with Carrier's tariff, conditions of carriage and related regulations, applicable laws (including national laws implementing the Warsaw Convention and the Montreal Convention), government regulations, orders and requirements. 5.2 When no part of the consignment is delivered, a claim with respect to such consignment will be considered even though transportation charges thereon are unpaid.

# 6

**6.1** For cargo accepted for carriage, the Warsaw Convention and the Montreal Convention permit shipper to increase the limitation of liability by declaring a higher value for carriage and paying a supplemental charge if required.

**6.2** In carriage to which neither the Warsaw Convention nor the Montreal Convention applies Carrier shall, in accordance with the procedures set forth in its general conditions of carriage and applicable tariffs, permit shipper to increase the limitation of liability by declaring a higher value for carriage and paying a supplemental charge if so required.

- **7.1** In cases of loss of, damage or delay to part of the cargo, the weight to be taken into account in determining Carrier's limit of liability shall be only the weight of the package or packages concerned.
- **7.2** Notwithstanding any other provisions, for "foreign air transportation" as defined by the U.S. Transportation Code:
- **7.2.1** in the case of loss of, damage or delay to a shipment, the weight to be used in determining Carrier's limit of liability shall be the weight which is used to determine the charge for carriage of such shipment; and
- **7.2.2** in the case of loss of, damage or delay to a part of a shipment, the shipment weight in 7.2.1 shall be prorated to the packages covered by the same air waybill whose value is affected by the loss, damage or delay. The weight applicable in the case of loss or damage to one or more articles in a package shall be the weight of the entire package.
- **8.** Any exclusion or limitation of liability applicable to Carrier shall apply to Carrier's agents, employees, and representatives and to any person whose aircraft or equipment is used by Carrier for carriage and such person's agents, employees and representatives.
- 9. Carrier undertakes to complete the carriage with reasonable dispatch. Where permitted by applicable laws, tariffs and government regulations, Carrier may use alternative carriers, aircraft or modes of transport without notice but with due regard to the interests of the shipper. Carrier is authorized by the shipper to select the routing and all intermediate stopping places that it deems appropriate or to change or deviate from the routing shown on the face hereof.
- 10. Receipt by the person entitled to delivery of the cargo without complaint shall be prima facie evidence that the cargo has been delivered in good condition and in accordance with the contract of carriage.
- **10.1** In the case of loss of, damage or delay to cargo a written complaint must be made to Carrier by the person entitled to delivery. Such complaint must be made:
- **10.1.1** in the case of damage to the cargo, immediately after discovery of the damage and at the latest within 14 days from the date of receipt of the cargo;
- 10.1.2 in the case of delay, within 21 days from the date on which the cargo was placed at the disposal of the person entitled to delivery; 10.1.3 in the case of non-delivery of the cargo, within 120 days from the date of issue of the air waybill, or if an air waybill has not been issued, within 120 days from the date of receipt of the cargo for transportation by the Carrier.
- **10.2** Such complaint may be made to the Carrier whose air waybill was used, or to the first Carrier or to the last Carrier or to the Carrier, which performed the carriage during which the loss, damage or delay took place. **10.3** Unless a written complaint is made within the time limits specified in 10.1 no action may be brought against Carrier.
- **10.4** Any rights to damages against Carrier shall be extinguished unless an action is brought within two years from the date of arrival at the destination, or from the date on which the aircraft ought to have arrived, or from the date on which the carriage stopped.
- 11. Shipper shall comply with all applicable laws and government regulations of any country to or from which the cargo may be carried, including those relating to the packing, carriage or delivery of the cargo, and shall furnish such information and attach such documents to the air waybill as may be necessary to comply with such laws and regulations. Carrier is not liable to shipper and shipper shall indemnify Carrier for loss or expense due to shipper's failure to comply with this provision.
- **12.** No agent, employee or representative of Carrier has authority to alter, modify or waive any provisions of this contract.

501	IAH	1511	7034								501-15117034						
Shipper's Name	and Address		Shi	pper's	Account	Numb	oer .	r Not Negotiable				SILK WAY WEST AIRLINES					
PRIMO INTER 90 S BARDSI THE WOODL FAX: 9034080	Air Waybill  Issued by					836 PATTON DR CHICAGO, IL 60666, UNITED STATES											
Consignee's Na	me and Address		Cons	signee	s's Accour	nt Num	nber	It is agree	ed that th	e goods	descri	bed herein a		parent go	ood order and condition		
CARGOSAVVY 115 AIRPORT #01-33, CARGO EMAIL: OPER SINGAPORE, 8	PTE. LTD				(except as noted) for carriage SUBJECT TO THE CONDITIONS OF CONTRACT REVERSE HEREOF. ALL GOODS MAY BE CARRIED BY ANY OTHER MEAN ROAD OR ANY OTHER CARRIER UNLESS SPECIFIC CONTRARY INSTRUCT GIVEN HEREON BY THE SHIPPER, AND SHIPPER AGREES THAT THE SHIPPER STOPPING PLACES WHICH THE CARRIED APPROPRIATE. THE SHIPPER'S ATTENTION IS DRAWN TO THE NOTICE (CARRIER'S LIMITITATION OF LIABILITY. Shipper may increase such limitation declaring a higher value for carriage and paying a supplemental charge if required.							R MEANS INCLUDING ISTRUCTIONS ARE HE SHIPMENT MAY CARRIER DEEMS DTICE CONCERNING imitation of liability by					
PRIMO INTER	ANDS, TX 77382		Accounting Information														
Agent's IATA Co	ode		Account No	).				Carrier's	Spot No	0.							
	ture(addr. of Firs							File No.	110001	,	_	Optional Si	nipping Informat	tion			
To By Fi	\ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \	Routing and Destination		to	by	to	by	Currenc	CHGS	WT/	VAL	Other	Declared va Carriag		Declared value for Customs		
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	Airport of Destina SINGAPORE C		7L	\	equested I		Date / 11-16-2023	Insurance reques				RANCE - If carrier offers insurance, and such insurance is st in accordance with the conditions thereof, indicate amount insured in figures in box marked 'Amount of Insurance'.					
Handling Inform	ation							, , , , , , , , , , , , , , , , , , ,	·//	to be i	iisuie	u III iiquies i	II box marked 7	Amount	or mountaince.		
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For Carrier	s Use Only at	Ch	arges at De	stinati	ion /		tal Collect	• •		ar (piac	~ <i>)</i>				mor or Agent		
For Carrier's Use Only at  Destination  Charges at Destination												501-15117034					

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- 2.2.2.3 rights, if any, of the Carrier to change the terms of the contract;
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501	IAH	1511	7034		501-15117034											
Shipper's Nam	ne and Address		Shipp	Not Ne	Not Negotiable SILE				LK WAY WEST AIRLINES							
90 S BARDS	ERNATIONAL L SBROOK CIR LANDS, TX 773		STATES			Air Waybill					836 PATTON DR CHICAGO, IL 60666, UNITED STATES					
FAX: 90340		,					Issued	by		CHI	CAGO, IL	6066	6, UNITED STATES	•		
							Copies	1.2 and 3	of this Air	Wayb	ill are origi	nals ar	nd have the some valid	dity.		
Consignee's N	lame and Addre	ss	Consig	gnee's Accou	ınt Nu	ımber	(except	as noted)	for carria	ge SU	BJECT TO	THE (	CONDITIONS OF CO			
#01-33, CARO EMAIL : OPE SINGAPORE	/Y PTE. LTD I CARGO ROAD GO AGENTS BUII RATIONS@CARG , 819466, SINGAF 5 5300 FAX: +65	GOSAVVY.SO PORE	3		REVERSE HEREOF. ALL GOODS MAY BE CARRIED BY ANY OTHER M ROAD OR ANY OTHER CARRIER UNLESS SPECIFIC CONTRARY INS' GIVEN HEREON BY THE SHIPPER, AND SHIPPER AGREES THAT THE BE CARRIED VIA INTERMEDIATE STOPPING PLACES WHICH THE CA APPROPRIATE. THE SHIPPER'S ATTENTION IS DRAWN TO THE NOT CARRIER'S LIMITITATION OF LIABILITY. Shipper may increase such lim declaring a higher value for carriage and paying a supplemental charge if r							STRUCTIONS ARE HE SHIPMENT MAY CARRIER DEEMS OTICE CONCERNING imitation of liability by				
PRIMO INTE 90 S BARDS	r's Agent Name ERNATIONAL L SBROOK CIR LANDS, TX 773 86769	OGISTICS	STATES			Accounting Information										
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	ommodities, techr					States in a	ccordance	with the		Diversi Prohibi	on contrary	to U.	S. law	SCI		
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1 SKID	215.00 KGS 215.00 KGS					.00 / KG		1,290.00			CONSOLIDATED SHIPMENT AS PER ATTACHED CARGO MANIFEST					
1@48X44X25	(IN)										ITN# X	2023 <sup>,</sup>	1101011428			
1 SKID	215.00 K	GS						1,290.0	00		"FREIGHT PREPAID"					
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For Carrie	er's Use Only at	Ch	arges at Dest	tination		otal Collec		5	at (place	)			ignature of Issuing Car	mer or Agent		
De						501-15117034										

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- **2.2.2.2** claims restrictions, including time periods within which shippers or consignees must file a claim or bring an action against the Carrier for its acts or omissions, or those of its agents;
- 2.2.2.3 rights, if any, of the Carrier to change the terms of the contract;
- 2.2.2.4 rules about Carrier's right to refuse to carry;
- **2.2.2.5** rights of the Carrier and limitations concerning delay or failure to perform service, including schedule changes, substitution of alternate Carrier or aircraft and rerouting.
- 3. The agreed stopping places (which may be altered by Carrier in case of necessity) are those places, except the place of departure and place of destination, set forth on the face hereof or shown in Carrier's timetables as scheduled stopping places for the route. Carriage to be performed hereunder by several successive Carriers is regarded as a single operation.
- **4.** For carriage to which the Montreal Convention does not apply, Carrier's liability limitation for cargo lost, damaged or delayed shall be 22 SDRs per kilogram unless a greater per kilogram monetary limit is provided in any applicable Convention or in Carrier's tariffs or general conditions of carriage.

# 5

**5.1** Except when the Carrier has extended credit to the consignee without the written consent of the shipper, the shipper guarantees payment of all charges for the carriage due in accordance with Carrier's tariff, conditions of carriage and related regulations, applicable laws (including national laws implementing the Warsaw Convention and the Montreal Convention), government regulations, orders and requirements. 5.2 When no part of the consignment is delivered, a claim with respect to such consignment will be considered even though transportation charges thereon are unpaid.

# 6

**6.1** For cargo accepted for carriage, the Warsaw Convention and the Montreal Convention permit shipper to increase the limitation of liability by declaring a higher value for carriage and paying a supplemental charge if required.

**6.2** In carriage to which neither the Warsaw Convention nor the Montreal Convention applies Carrier shall, in accordance with the procedures set forth in its general conditions of carriage and applicable tariffs, permit shipper to increase the limitation of liability by declaring a higher value for carriage and paying a supplemental charge if so required.

- **7.1** In cases of loss of, damage or delay to part of the cargo, the weight to be taken into account in determining Carrier's limit of liability shall be only the weight of the package or packages concerned.
- **7.2** Notwithstanding any other provisions, for "foreign air transportation" as defined by the U.S. Transportation Code:
- **7.2.1** in the case of loss of, damage or delay to a shipment, the weight to be used in determining Carrier's limit of liability shall be the weight which is used to determine the charge for carriage of such shipment; and
- **7.2.2** in the case of loss of, damage or delay to a part of a shipment, the shipment weight in 7.2.1 shall be prorated to the packages covered by the same air waybill whose value is affected by the loss, damage or delay. The weight applicable in the case of loss or damage to one or more articles in a package shall be the weight of the entire package.
- **8.** Any exclusion or limitation of liability applicable to Carrier shall apply to Carrier's agents, employees, and representatives and to any person whose aircraft or equipment is used by Carrier for carriage and such person's agents, employees and representatives.
- 9. Carrier undertakes to complete the carriage with reasonable dispatch. Where permitted by applicable laws, tariffs and government regulations, Carrier may use alternative carriers, aircraft or modes of transport without notice but with due regard to the interests of the shipper. Carrier is authorized by the shipper to select the routing and all intermediate stopping places that it deems appropriate or to change or deviate from the routing shown on the face hereof.
- 10. Receipt by the person entitled to delivery of the cargo without complaint shall be prima facie evidence that the cargo has been delivered in good condition and in accordance with the contract of carriage.
- **10.1** In the case of loss of, damage or delay to cargo a written complaint must be made to Carrier by the person entitled to delivery. Such complaint must be made:
- **10.1.1** in the case of damage to the cargo, immediately after discovery of the damage and at the latest within 14 days from the date of receipt of the cargo;
- 10.1.2 in the case of delay, within 21 days from the date on which the cargo was placed at the disposal of the person entitled to delivery; 10.1.3 in the case of non-delivery of the cargo, within 120 days from the date of issue of the air waybill, or if an air waybill has not been issued, within 120 days from the date of receipt of the cargo for transportation by the Carrier.
- **10.2** Such complaint may be made to the Carrier whose air waybill was used, or to the first Carrier or to the last Carrier or to the Carrier, which performed the carriage during which the loss, damage or delay took place. **10.3** Unless a written complaint is made within the time limits specified in 10.1 no action may be brought against Carrier.
- **10.4** Any rights to damages against Carrier shall be extinguished unless an action is brought within two years from the date of arrival at the destination, or from the date on which the aircraft ought to have arrived, or from the date on which the carriage stopped.
- 11. Shipper shall comply with all applicable laws and government regulations of any country to or from which the cargo may be carried, including those relating to the packing, carriage or delivery of the cargo, and shall furnish such information and attach such documents to the air waybill as may be necessary to comply with such laws and regulations. Carrier is not liable to shipper and shipper shall indemnify Carrier for loss or expense due to shipper's failure to comply with this provision.
- **12.** No agent, employee or representative of Carrier has authority to alter, modify or waive any provisions of this contract.

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							Copies 1	2 and 3	of this Air Wa	aybill are origina	ls and have the some va	alidity.			
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If the carriage involves an ultimate destination or stop in a country other than the country of departure, the Montreal Convention or the Warsaw Convention may be applicable to the liability of the Carrier in respect of loss of, damage or delay to cargo. Carrier's limitation of liability in accordance with those Conventions shall be as set forth in subparagraph 4 unless a higher value is declared.

## CONDITIONS OF CONTRACT

1. In this contract and the Notices appearing hereon:

CARRIER includes the air carrier issuing this air waybill and all carriers that carry or undertake to carry the cargo or perform any other services related to such carriage. SPECIAL DRAWING RIGHT (SDR) is a Special Drawing Right as defined by the International Monetary Fund. WARSAW CONVENTION means whichever of the following instruments is applicable to the contract of carriage: the Convention for the Unification of Certain Rules Relating to International Carriage by Air, signed at Warsaw, 12 October 1929; that Convention as amended at The Hague on 28 September 1955; that Convention as amended at The Hague 1955 and by Montreal Protocol No. 1, 2, or 4 (1975) as the case may be. MONTREAL CONVENTION means the Convention for the Unification of Certain Rules for International Carriage by Air, done at Montreal on 28 May 1999.

### 2

- **2.1** Carriage is subject to the rules relating to liability established by the Warsaw Convention or the Montreal Convention unless such carriage is not "international carriage" as defined by the applicable Conventions.
- **2.2** To the extent not in conflict with the foregoing, carriage and other related services performed by each Carrier are subject to:
- 2.2.1 applicable laws and government regulations;
- 2.2.2 provisions contained in the air waybill, Carrier's conditions of carriage and related rules, regulations, and timetables (but not the times of departure and arrival stated therein) and applicable tariffs of such Carrier, which are made part hereof, and which may be inspected at any airports or other cargo sales offices from which it operates regular services. When carriage is to/from the USA, the shipper and the consignee are entitled, upon request, to receive a free copy of the Carrier's conditions of carriage. The Carrier's conditions of carriage include, but are not limited to:
- 2.2.2.1 limits on the Carrier's liability for loss, damage or delay of goods, including fragile or perishable goods;
- **2.2.2.2** claims restrictions, including time periods within which shippers or consignees must file a claim or bring an action against the Carrier for its acts or omissions, or those of its agents;
- 2.2.2.3 rights, if any, of the Carrier to change the terms of the contract;
- 2.2.2.4 rules about Carrier's right to refuse to carry;
- **2.2.2.5** rights of the Carrier and limitations concerning delay or failure to perform service, including schedule changes, substitution of alternate Carrier or aircraft and rerouting.
- 3. The agreed stopping places (which may be altered by Carrier in case of necessity) are those places, except the place of departure and place of destination, set forth on the face hereof or shown in Carrier's timetables as scheduled stopping places for the route. Carriage to be performed hereunder by several successive Carriers is regarded as a single operation.
- **4.** For carriage to which the Montreal Convention does not apply, Carrier's liability limitation for cargo lost, damaged or delayed shall be 22 SDRs per kilogram unless a greater per kilogram monetary limit is provided in any applicable Convention or in Carrier's tariffs or general conditions of carriage.

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**5.1** Except when the Carrier has extended credit to the consignee without the written consent of the shipper, the shipper guarantees payment of all charges for the carriage due in accordance with Carrier's tariff, conditions of carriage and related regulations, applicable laws (including national laws implementing the Warsaw Convention and the Montreal Convention), government regulations, orders and requirements. 5.2 When no part of the consignment is delivered, a claim with respect to such consignment will be considered even though transportation charges thereon are unpaid.

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**6.1** For cargo accepted for carriage, the Warsaw Convention and the Montreal Convention permit shipper to increase the limitation of liability by declaring a higher value for carriage and paying a supplemental charge if required.

**6.2** In carriage to which neither the Warsaw Convention nor the Montreal Convention applies Carrier shall, in accordance with the procedures set forth in its general conditions of carriage and applicable tariffs, permit shipper to increase the limitation of liability by declaring a higher value for carriage and paying a supplemental charge if so required.

- **7.1** In cases of loss of, damage or delay to part of the cargo, the weight to be taken into account in determining Carrier's limit of liability shall be only the weight of the package or packages concerned.
- **7.2** Notwithstanding any other provisions, for "foreign air transportation" as defined by the U.S. Transportation Code:
- **7.2.1** in the case of loss of, damage or delay to a shipment, the weight to be used in determining Carrier's limit of liability shall be the weight which is used to determine the charge for carriage of such shipment; and
- **7.2.2** in the case of loss of, damage or delay to a part of a shipment, the shipment weight in 7.2.1 shall be prorated to the packages covered by the same air waybill whose value is affected by the loss, damage or delay. The weight applicable in the case of loss or damage to one or more articles in a package shall be the weight of the entire package.
- **8.** Any exclusion or limitation of liability applicable to Carrier shall apply to Carrier's agents, employees, and representatives and to any person whose aircraft or equipment is used by Carrier for carriage and such person's agents, employees and representatives.
- 9. Carrier undertakes to complete the carriage with reasonable dispatch. Where permitted by applicable laws, tariffs and government regulations, Carrier may use alternative carriers, aircraft or modes of transport without notice but with due regard to the interests of the shipper. Carrier is authorized by the shipper to select the routing and all intermediate stopping places that it deems appropriate or to change or deviate from the routing shown on the face hereof.
- 10. Receipt by the person entitled to delivery of the cargo without complaint shall be prima facie evidence that the cargo has been delivered in good condition and in accordance with the contract of carriage.
- **10.1** In the case of loss of, damage or delay to cargo a written complaint must be made to Carrier by the person entitled to delivery. Such complaint must be made:
- **10.1.1** in the case of damage to the cargo, immediately after discovery of the damage and at the latest within 14 days from the date of receipt of the cargo;
- 10.1.2 in the case of delay, within 21 days from the date on which the cargo was placed at the disposal of the person entitled to delivery; 10.1.3 in the case of non-delivery of the cargo, within 120 days from the date of issue of the air waybill, or if an air waybill has not been issued, within 120 days from the date of receipt of the cargo for transportation by the Carrier.
- **10.2** Such complaint may be made to the Carrier whose air waybill was used, or to the first Carrier or to the last Carrier or to the Carrier, which performed the carriage during which the loss, damage or delay took place. **10.3** Unless a written complaint is made within the time limits specified in 10.1 no action may be brought against Carrier.
- **10.4** Any rights to damages against Carrier shall be extinguished unless an action is brought within two years from the date of arrival at the destination, or from the date on which the aircraft ought to have arrived, or from the date on which the carriage stopped.
- 11. Shipper shall comply with all applicable laws and government regulations of any country to or from which the cargo may be carried, including those relating to the packing, carriage or delivery of the cargo, and shall furnish such information and attach such documents to the air waybill as may be necessary to comply with such laws and regulations. Carrier is not liable to shipper and shipper shall indemnify Carrier for loss or expense due to shipper's failure to comply with this provision.
- **12.** No agent, employee or representative of Carrier has authority to alter, modify or waive any provisions of this contract.

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