235 ABJ 35876643 Not Negotiable Shipper's Account Number House Air Waybill RACHPACO SARL ABIDJAN ZONE AEROPORT SERVIZI ENERGIA ITALIA-SEI IC 30 BP 662 ABIDJAN 30 CÔTE D'IVOIRE Issued by CARRE MASSINA BUILDING Copies 1, 2 and 3 of this Air Waybill are originals and have the same validity. Consignee's Name and Address Consignee's Account Number It is agreed that the goods described herein are accepted in apparent good order and condition (except as noted) for carriage SUBJECT TO THE CONDITIONS OF CONTRACT ON THE REVERSE HEREOF. ALL GOODS MAY BE CARRIED BY ANY OTHER MEANS INCLUDING ROAD OR ANY OTHER CARRIER UNLESS SPECIFIC CONTRARY INSTRUCTIONS ARE GIVEN HEREON BY THE SHIPPER, AND SHIPPER AGREES THAT THE SHIPMENT MAY BE CARRIED VIA INTERMEDIATE STOPPING PLACES WHICH THE CARRIER DEEMS APPROPRIATE. THE SHIPPER'S ATTENTION IS DRAWN TO THE NOTICE CONCERNING CARRIER'S LIMITATION OF LIABILITY. Shipper may increase such limitation of liability by declaring a higher value for carriage and paying a supplemental charge if required. SAIPEM SPA VIA LUIGI RUSSOLO, 5 20138 MILAN, ITALY Issuing Carrier's Agent Name and City Accounting Information RACHPACO SARL Agent's IATA Code Account No. 39470030003 Airport of Departure (Addr. of First Carrier) and Requested Routing Reference Number Optional Shipping Information ABJ То By First Carrier Routing and Destination CHGS WT/VAL Other Declared Value for Carriage Declared Value for Customs Currency MXP ΤK Χ NVD NCV Airport of Destination Requested Flight/Date Amount of Insurance INSURANCE - If carrier offers insurance, and such insurance is requested in accordance with the conditions thereof, indicate amount TK0561 09JAN2024 MILAN XXXto be insured in figures in box marked "Amount of Insurance". Handling Information SCI No. of Rate Class Rate Chargeable Nature and Quantity of Goods Gross Total Weight (incl. Dimensions or Volume) Commodity Item No. RCP Charge 01 116 125 AS AGREED CISCO AS AGREED SWITH-C9200L-24P-4G-E HS CODE 85176990 124X84X72CM/1 1 116 AS AGREED Prepaid Weight Charge Collect Other Charges AS AGREED Valuation Charge Total Other Charges Due Agent Shipper certifies that the particulars on the face hereof are correct and that insofar as any part of the consignment contains dangerous goods, such part is properly described by name and is in proper condition for carriage by air according to the applicable Dangerous Goods Regulations. Total Other Charges Due Carrier -----Signature of Shipper or his Agent Total Prepaid **Total Collect** RACHPACO AS AGREED Currency Conversion Rates CC Charges in Dest. Currency 08-JAN-2024 ABJ MATHIEU K. Executed on (date) Signature of Issuing Carrier or its Agent at (place) Charges at Destination Total Collect Charges For Carrier's Use only

at Destination



# NOTICE CONCERNING CARRIER'S LIMITATION OF LIABILITY

If the carriage involves an ultimate destination or stop in a country other than the country of departure, the 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

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- Carriage is subject to the rules relating to liability established by the 2. 2.1 Warsaw Convention or the Montreal Convention unless such carriage is not "international carriage" as defined by the applicable Conventions.
  - 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;
    - provisions contained in the air waybill, Carrier's conditions of 2.2.2 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
      - 2.2.2.1 limits on the Carrier's liability for loss, damage or delay of goods, including fragile or perishable goods;
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      - 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.
- 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 limitis provided in any applicable Convention or in Carrier's tariffs or general conditions of carriage.
- 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.
  - 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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- 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 7. 7.1 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:
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- 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.
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    - 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
    - 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.
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  - 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
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  - 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
    - 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
  - 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
- 12. No agent, employee or representative of Carrier has authority to alter, modify or waive any provisions of this contract.

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