


Shipper's Name and Address RACHPACO SARL ABIDJAN COTE D'IVOIRE AEROPORT FHB 07 BO 789 ABIDJAN 07 TEL:0102776746		Shipper's Account Number		Not Negotiable		 TURKISH CARGO	
Consignee's Name and Address MEIHUIZEN FREIGHT (PTY) LTD (REG NO 83/07382/07) PO BOX 5492 CAPTE TOWN 800;NO SST GEORGES BULDING 6TH FLOOR ATTN JODYA; TEL:+27(021)4405400 FAX.+27(021)4215563/0210214251787EMAIL:JODYA@MEIHUIZEN.CO.ZA SOUTH AFRICA CAPE TOWN		Consignee's Account Number		Air Waybill Issued by THY - TURKISH AIRLINES THY GENEL MUDURLUK BINASI ATATURK HAVALIMANI, ISTANBUL, TURKEY Copies 1, 2 and 3 of this Air Waybill are originals and have the same validity.			
Issuing Carrier's Agent Name and City RACHPACO ABIDJAN COTE D'IVOIRE		Accounting Information		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.			
Agent's IATA Code		Account No.					
Airport of Departure (Addr. of First Carrier) and Requested Routing AEROPORT FELIX HOUPHOUET BOIGNY				Reference Number		Optional Shipping Information	
To	By First Carrier	Routing and Destination	to	by	to	by	
IST	TURKISH		CPT	TK			
Airport of Destination CAPE TOWN		Requested Flight/Date TK0561 17/08/23		Amount of Insurance XXX		Declared Value for Carriage NVD Declared Value for Customs NCV INSURANCE - If carrier offers insurance, and such insurance is requested in accordance with the conditions thereof, indicate amount to be insured in figures in box marked "Amount of Insurance".	
Handling Information NOTIFY <div style="text-align: right;">SCI</div>							
No. of Pieces RCP	Gross Weight	kg	Rate Class	Chargeable Weight	Rate	Total	Nature and Quantity of Goods (incl. Dimensions or Volume)
1	205	K	Commodity Item No.	205	AS AGREED	AS AGREED	MATERIEL USAGE (EQUIPEMENT DE TORQUING HYDRAULIQUE) 105X54X76CM/1
1	205	K				AS AGREED	
Prepaid		Weight Charge		Collect		Other Charges	
AS AGREED		Valuation Charge					
Tax							
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						AS AGREED	
Total Prepaid		Total Collect				Signature of Shipper or his Agent _____	
AS AGREED							
Currency Conversion Rates		CC Charges in Dest. Currency		17-AUG-2023		RACHEL.D	
For Carrier's Use only at Destination		Charges at Destination		Executed on (date)		at (place)	
				Total Collect Charges		Signature of Issuing Carrier or its Agent	



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

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.
- 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.
- 6.1** 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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To By First Carrier Routing and Destination IST TURKISH CPT TK				Optional Shipping Information	
Currency CHGS WT/VAL Other Code PPD COLL PPD COLL X X X				Declared Value for Carriage NVD	
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1	205	K			AS AGREED
Prepaid		Weight Charge		Collect	
AS AGREED					
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Total Other Charges Due Agent					
Total Other Charges Due Carrier					
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AS AGREED					
Currency Conversion Rates		CC Charges in Dest. Currency			
For Carrier's Use only at Destination		Charges at Destination		Total Collect Charges	
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. AS AGREED Signature of Shipper or his Agent 17-AUG-2023 Executed on (date) at (place) RACHEL . D Signature of Issuing Carrier or its Agent					




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12. No agent, employee or representative of Carrier has authority to alter, modify or waive any provisions of this contract.

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 - 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.

Shipper's Name and Address RACHPACO SARL ABIDJAN COTE D'IVOIRE AEROPORT FHB 07 BO 789 ABIDJAN 07 TEL:0102776746		Shipper's Account Number		Not Negotiable Air Waybill		 TURKISH CARGO	
Consignee's Name and Address MEIHUIZEN FREIGHT (PTY) LTD (REG NO 83/07382/07) PO BOX 5492 CAPTE TOWN 800;NO SST GEORGES BULDING 6TH FLOOR ATTN JODYA: TEL/+27(021)4405400 FAX.+27(021)4215563/0210214251787EMAIL:JODYA@MEIHUIZEN.CO.ZA SOUTH AFRICA CAPE TOWN		Consignee's Account Number		Issued by THY - TURKISH AIRLINES THY GENEL MUDURLUK BINASI ATATURK HAVALIMANI, ISTANBUL, TURKEY		Copies 1, 2 and 3 of this Air Waybill are originals and have the same validity.	
Issuing Carrier's Agent Name and City RACHPACO ABIDJAN COTE D'IVOIRE		Accounting Information		Agent's IATA Code		Account No.	
Airport of Departure (Addr. of First Carrier) and Requested Routing AEROPORT FELIX HOUPHOUET BOIGNY				Reference Number		Optional Shipping Information	
To	By First Carrier	Routing and Destination	to	by	to	by	
IST	TURKISH		CPT	TK			
Airport of Destination CAPE TOWN		Requested Flight/Date TK0561 17/08/23		Amount of Insurance XXX		INSURANCE - If carrier offers insurance, and such insurance is requested in accordance with the conditions thereof, indicate amount to be insured in figures in box marked "Amount of Insurance".	
Handling Information NOTIFY							SCI
No. of Pieces RCP	Gross Weight	kg	Rate Class	Chargeable Weight	Rate / Charge	Total	Nature and Quantity of Goods (incl. Dimensions or Volume)
1	205	K	Commodity Item No.	205	AS AGREED	AS AGREED	MATERIEL USAGE (EQUIPEMENT DE TORQUING HYDRAULIQUE) 105X54X76CM/1
1	205	K				AS AGREED	
Prepaid		Weight Charge		Collect		Other Charges	
AS AGREED							
Valuation Charge							
Tax							
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						AS AGREED	
Total Prepaid		Total Collect				Signature of Shipper or his Agent	
AS AGREED							
Currency Conversion Rates		CC Charges in Dest. Currency		17-AUG-2023		RACHEL . D	
For Carrier's Use only at Destination		Charges at Destination		Executed on (date)		at (place)	
				Total Collect Charges		Signature of Issuing Carrier or its Agent	




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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.

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1. In this contract and the Notices appearing hereon:
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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:
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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.
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 - 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.
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.
 - 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.
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Shipper's Name and Address RACHPACO SARL ABIDJAN COTE D'IVOIRE AEROPORT FHB 07 BO 789 ABIDJAN 07 TEL:0102776746		Shipper's Account Number		Not Negotiable Air Waybill		 TURKISH CARGO	
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Issuing Carrier's Agent Name and City RACHPACO ABIDJAN COTE D'IVOIRE		Accounting Information		Agent's IATA Code		Account No.	
Airport of Departure (Addr. of First Carrier) and Requested Routing AEROPORT FELIX HOUPHOUET BOIGNY				Reference Number		Optional Shipping Information	
To	By First Carrier	Routing and Destination	to	by	to	by	
IST	TURKISH		CPT	TK			
Airport of Destination CAPE TOWN		Requested Flight/Date TK0561 17/08/23		Amount of Insurance XXX		INSURANCE - If carrier offers insurance, and such insurance is requested in accordance with the conditions thereof, indicate amount to be insured in figures in box marked "Amount of Insurance".	
Handling Information NOTIFY							SCI
No. of Pieces RCP	Gross Weight	kg	Rate Class	Chargeable Weight	Rate / Charge	Total	Nature and Quantity of Goods (incl. Dimensions or Volume)
1	205	K	Commodity Item No.	205	AS AGREED	AS AGREED	MATERIEL USAGE (EQUIPEMENT DE TORQUING HYDRAULIQUE) 105X54X76CM/1
1	205	K				AS AGREED	
Prepaid		Weight Charge		Collect		Other Charges	
AS AGREED							
Valuation Charge							
Tax							
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						AS AGREED	
Total Prepaid		Total Collect				Signature of Shipper or his Agent	
AS AGREED							
Currency Conversion Rates		CC Charges in Dest. Currency		17-AUG-2023		RACHEL . D	
For Carrier's Use only at Destination		Charges at Destination		Executed on (date)		at (place)	
				Total Collect Charges		Signature of Issuing Carrier or its Agent	
						235-0755 9215	




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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:
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Currency Conversion Rates		CC Charges in Dest. Currency		17-AUG-2023		RACHEL . D	
For Carrier's Use only at Destination		Charges at Destination		Executed on (date)		at (place)	
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- 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.

Shipper's Name and Address RACHPACO SARL ABIDJAN COTE D'IVOIRE AEROPORT FHB 07 BO 789 ABIDJAN 07 TEL:0102776746		Shipper's Account Number		Not Negotiable		 TURKISH CARGO	
Consignee's Name and Address MEIHUIZEN FREIGHT (PTY) LTD (REG NO 83/07382/07) PO BOX 5492 CAPTE TOWN 800;NO SST GEORGES BULDING 6TH FLOOR ATTN JODYA; TEL:+27(021)4405400 FAX.+27(021)4215563/0210214251787EMAIL:JODYA@MEIHUIZEN.CO.ZA SOUTH AFRICA CAPE TOWN		Consignee's Account Number		Issued by THY - TURKISH AIRLINES THY GENEL MUDURLUK BINASI ATATURK HAVALIMANI, ISTANBUL, TURKEY			
Agent's IATA Code		Account No.		Copies 1, 2 and 3 of this Air Waybill are originals and have the same validity.			
Airport of Departure (Addr. of First Carrier) and Requested Routing AEROPORT FELIX HOUPHOUET BOIGNY				Reference Number		Optional Shipping Information	
To	By First Carrier	Routing and Destination	to	by	to	by	
IST	TURKISH		CPT	TK			
Airport of Destination CAPE TOWN		Requested Flight/Date TK0561		Amount of Insurance XXX		INSURANCE - If carrier offers insurance, and such insurance is requested in accordance with the conditions thereof, indicate amount to be insured in figures in box marked "Amount of Insurance".	
Handling Information NOTIFY							
SCI							
No. of Pieces RCP	Gross Weight	kg lb	Rate Class Commodity Item No.	Chargeable Weight	Rate Charge	Total	Nature and Quantity of Goods (incl. Dimensions or Volume)
1	205	K		205	AS AGREED	AS AGREED	MATERIEL USAGE (EQUIPEMENT DE TORQUING HYDRAULIQUE) 105X54X76CM/1
1	205	K				AS AGREED	
Prepaid		Weight Charge		Collect		Other Charges	
AS AGREED		Valuation Charge					
		Tax					
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						AS AGREED	
						Signature of Shipper or his Agent	
Total Prepaid		Total Collect					
AS AGREED							
Currency Conversion Rates		CC Charges in Dest. Currency		17-AUG-2023		RACHEL.D	
				Executed on (date)		at (place)	
For Carrier's Use only at Destination		Charges at Destination		Total Collect Charges		Signature of Issuing Carrier or its Agent	
						235-0755 9215	




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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.

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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.
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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.
- 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.
- 6.1** 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:
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 - 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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- 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.
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Shipper's Name and Address RACHPACO SARL ABIDJAN COTE D'IVOIRE AEROPORT FHB 07 BO 789 ABIDJAN 07 TEL:0102776746		Shipper's Account Number		Not Negotiable Air Waybill		 TURKISH CARGO	
Consignee's Name and Address MEIHUIZEN FREIGHT (PTY) LTD (REG NO 83/07382/07) PO BOX 5492 CAPTE TOWN 800;NO SST GEORGES BULDING 6TH FLOOR ATTN JODYA; TEL:+27(021)4405400 FAX.+27(021)4215563/0210214251787EMAIL:JODYA@MEIHUIZEN.CO.ZA SOUTH AFRICA CAPE TOWN		Consignee's Account Number		Issued by THY - TURKISH AIRLINES THY GENEL MUDURLUK BINASI ATATURK HAVALIMANI, ISTANBUL, TURKEY		Copies 1, 2 and 3 of this Air Waybill are originals and have the same validity.	
Agent's IATA Code		Account No.		Received in Good Order and Condition		Signature of Consignee or his Agent	
Airport of Departure (Addr. of First Carrier) and Requested Routing AEROPORT FELIX HOUPHOUET BOIGNY		Reference Number		Optional Shipping Information		Accounting Information	
To IST	By First Carrier TURKISH	Routing and Destination CPT TK	to CPT	by TK	Currency XXX	Declared Value for Carriage NVD	Declared Value for Customs NCV
Airport of Destination CAPE TOWN		Requested Flight/Date TK0561 17/08/23		Amount of Insurance XXX		INSURANCE - If carrier offers insurance, and such insurance is requested in accordance with the conditions thereof, indicate amount to be insured in figures in box marked "Amount of Insurance".	
Handling Information NOTIFY						SCI	
No. of Pieces RCP	Gross Weight	kg	Rate Class	Chargeable Weight	Rate Charge	Total	Nature and Quantity of Goods (incl. Dimensions or Volume)
1	205	K	Commodity Item No.	205	AS AGREED	AS AGREED	MATERIEL USAGE (EQUIPEMENT DE TORQUING HYDRAULIQUE) 105X54X76CM/1
1	205	K				AS AGREED	
Prepaid		Weight Charge		Collect		Other Charges	
AS AGREED		Valuation Charge					
		Tax					
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						AS AGREED	
						Signature of Shipper or his Agent	
Total Prepaid		Total Collect				Signature of Issuing Carrier or its Agent	
AS AGREED						RACHEL.D	
Currency Conversion Rates		CC Charges in Dest. Currency		17-AUG-2023		Executed on (date) at (place)	
For Carrier's Use only at Destination		Charges at Destination		Total Collect Charges		235-0755 9215	



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 - 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;
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Issuing Carrier's Agent Name and City RACHPACO ABIDJAN COTE D'IVOIRE					
Agent's IATA Code	Account No.				
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To	By First Carrier	Routing and Destination	to	by	by
IST	TURKISH		CPT	TK	
Airport of Destination CAPE TOWN		Requested Flight/Date TK0561 17/08/23		Amount of Insurance XXX	INSURANCE - If carrier offers insurance, and such insurance is requested in accordance with the conditions thereof, indicate amount to be insured in figures in box marked "Amount of Insurance".
Handling Information NOTIFY					SCI

No. of Pieces RCP	Gross Weight	kg	lb	Rate Class Commodity Item No.	Chargeable Weight	Rate Charge	Total	Nature and Quantity of Goods (incl. Dimensions or Volume)
1	205	K			205	AS AGREED	AS AGREED	MATERIEL USAGE (EQUIPEMENT DE TORQUING HYDRAULIQUE) 105X54X76CM/1
1	205	K					AS AGREED	

Prepaid	Weight Charge	Collect	Other Charges
AS AGREED			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. AS AGREED _____ Signature of Shipper or his Agent
Valuation Charge			
Tax			
Total Other Charges Due Agent			
Total Other Charges Due Carrier			
Total Prepaid	Total Collect		Executed on (date) 17-AUG-2023 at (place) _____ Signature of Issuing Carrier or its Agent RACHEL . D
AS AGREED			
Currency Conversion Rates	CC Charges in Dest. Currency		
For Carrier's Use only at Destination	Charges at Destination	Total Collect Charges	




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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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 - 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.

Shipper's Name and Address RACHPACO SARL ABIDJAN COTE D'IVOIRE AEROPORT FHB 07 BO 789 ABIDJAN 07 TEL:0102776746		Shipper's Account Number		Not Negotiable Air Waybill		 TURKISH CARGO	
Consignee's Name and Address MEIHUIZEN FREIGHT (PTY) LTD (REG NO 83/07382/07) PO BOX 5492 CAPTE TOWN 800;NO SST GEORGES BULDING 6TH FLOOR ATTN JODYA: TEL/+27(021)4405400 FAX.+27(021)4215563/0210214251787EMAIL:JODYA@MEIHUIZEN.CO.ZA SOUTH AFRICA CAPE TOWN		Consignee's Account Number		Issued by THY - TURKISH AIRLINES THY GENEL MUDURLUK BINASI ATATURK HAVALIMANI, ISTANBUL, TURKEY		Copies 1, 2 and 3 of this Air Waybill are originals and have the same validity.	
Issuing Carrier's Agent Name and City RACHPACO ABIDJAN COTE D'IVOIRE		Accounting Information		Agent's IATA Code		Account No.	
Airport of Departure (Addr. of First Carrier) and Requested Routing AEROPORT FELIX HOUPHOUET BOIGNY				Reference Number		Optional Shipping Information	
To	By First Carrier	Routing and Destination	to	by	to	by	
IST	TURKISH		CPT	TK			
Airport of Destination CAPE TOWN		Requested Flight/Date TK0561 17/08/23		Amount of Insurance XXX		INSURANCE - If carrier offers insurance, and such insurance is requested in accordance with the conditions thereof, indicate amount to be insured in figures in box marked "Amount of Insurance".	
Handling Information NOTIFY							SCI
No. of Pieces RCP	Gross Weight	kg	Rate Class	Chargeable Weight	Rate / Charge	Total	Nature and Quantity of Goods (incl. Dimensions or Volume)
1	205	K	Commodity Item No.	205	AS AGREED	AS AGREED	MATERIEL USAGE (EQUIPEMENT DE TORQUING HYDRAULIQUE) 105X54X76CM/1
1	205	K				AS AGREED	
Prepaid		Weight Charge		Collect		Other Charges	
AS AGREED							
Valuation Charge							
Tax							
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						AS AGREED	
Total Prepaid		Total Collect				Signature of Shipper or his Agent	
AS AGREED							
Currency Conversion Rates		CC Charges in Dest. Currency		17-AUG-2023		RACHEL . D	
For Carrier's Use only at Destination		Charges at Destination		Executed on (date)		at (place)	
				Total Collect Charges		Signature of Issuing Carrier or its Agent	




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.

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 - 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.
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.
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Shipper's Name and Address RACHPACO SARL ABIDJAN COTE D'IVOIRE AEROPORT FHB 07 BO 789 ABIDJAN 07 TEL:0102776746		Shipper's Account Number		Not Negotiable Air Waybill		 TURKISH CARGO	
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To	By First Carrier	Routing and Destination	to	by	to	by	
IST	TURKISH		CPT	TK			
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Handling Information NOTIFY							SCI
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1	205	K	Commodity Item No.	205	AS AGREED	AS AGREED	MATERIEL USAGE (EQUIPEMENT DE TORQUING HYDRAULIQUE) 105X54X76CM/1
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Prepaid		Weight Charge		Collect		Other Charges	
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AS AGREED							
Currency Conversion Rates		CC Charges in Dest. Currency		17-AUG-2023		RACHEL . D	
For Carrier's Use only at Destination		Charges at Destination		Executed on (date)		at (place)	
				Total Collect Charges		Signature of Issuing Carrier or its Agent	
						235-0755 9215	



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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;
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 - 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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- 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.
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 - 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.
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.
 - 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.