



Standard Conditions of Carriage

Definitions

(1) As used in this contract, "Convention" means the Convention for the Unification of Certain Rules relating to International Carriage By Air, signed at Warsaw, 12th October 1929, or that Convention as amended by The Hague Protocol, 1955 whichever may be applicable to carriage hereunder, "air waybill" is equivalent to "air consignment note", "shipper" is equivalent to "consignor", "carriage" is equivalent to "transportation" and "Carrier" includes the carrier or Forwarder issuing this air waybill and all Carriers that carry the goods hereunder or perform any other services related to such air carriage. For the purposes of the exemption from and limitation of liability provisions set forth or referred to herein, "Carrier" includes agents, servants, or representatives of any such air carrier. Carriage to be performed hereunder by several successive carriers is regarded as a single operation.

CONVENTION OF WARSAW & GENERAL CONDITIONS OF CARRIAGE

- (2) (A) Carriage hereunder is subject to the rules relating to liability established by the Convention, unless such carriage is not "international carriage" as defined by the Convention. (See Carrier's tariffs and condition of carriage for such definition.)
- (B) To the extent not in conflict with the foregoing, carriage hereunder and other services performed by each Carrier are subject to:
- (i) Applicable laws (including national laws implementing the Convention), government regulations, orders, and requirements;
 - (ii) Provisions herein set forth; and
 - (iii) Applicable tariffs, rules, conditions of carriage, regulations and timetables (but not the times of departure and arrival therein) of such carrier, which are made part hereof and which may be inspected at any of its offices and at airports from which it operates regular services;
- (C) For the purpose of the Convention, the agreed stopping places (which may be altered by Carrier in case of necessity) are those places, except the place of departure and the place of destination, set forth on the face hereof or shown in Carrier's timetables as scheduled stopping places for the route.
- (D) In the case of carriage subject to the Convention, the shipper acknowledges that he has been given the opportunity to make a special declaration of the value of the goods at delivery and that the sum entered in the face of the air waybill as "Shipper's/Consignor's Value For Carriage", if in excess of U.S. \$9.07 per pound or its equivalent per kilogram, constitutes special declaration of value.

MANDATORY LAW

(3) Insofar as any provision contained or referred to in this air waybill may be contrary to mandatory law, government regulations, orders, or requirements, such provision shall remain applicable to the extent that it is not overridden hereby. The invalidity on any provision shall not affect any other part hereof.

LIABILITY

(4) Except at the Convention or other applicable law may otherwise require:

(a) Carrier is not liable to the shipper or to any other person for any damage, delay or loss of whatsoever nature (herein collectively referred to as "damage") arising out of or in connection with the carriage of the goods, unless such damage is proved to be caused by the negligence or willful fault of Carrier and there has been on contributory negligence of the shipper, consignee, or other claimant;

(b) Carrier is not liable for any damage directly or indirectly arising out of compliance with laws, government regulations, orders or requirements or from any cause beyond Carrier's control;

(c) The charges for carriage having been based upon the value declared by shipper; it is agreed that any liability shall in no event exceed the shipper's declared value for carriage stated on the face hereof, and in the absence of such declaration by shipper liability of Carrier shall not exceed U.S. \$9.07 per pound or its equivalent per kilogram of goods destroyed, lost, damaged or delayed; all claims shall be subject to proof of value;

(d) A carrier issuing an air waybill for carriage exclusively over the lines of others does so only as a sales agent.

(e) MEXICO: NANIQ's liability in connection with surface movement of shipments to/from Mexico is limited to U.S. \$0.50 per pound for less than truck load or U.S. \$0.27 per ton for full truckload. These limits of liability replace and are in lieu of the limits stipulated under the Warsaw Convention.

COMPLETION OF CARRIAGE & SHIPPER'S QUARANTEE

(5) It is agreed that no time is fixed for the completion of carriage hereunder and that Carrier may without notice substitute alternate shippers, carriers, ship or aircraft. Carrier assumes no obligation to carry the goods by any specified aircraft or ship or over any particular route or routes or to make connection at any point according to any particular schedule, and Carrier is hereby authorized to select, or deviate from the route or routes of shipment, notwithstanding that the same may be stated on the face hereof. The shipper guarantees payment of all charges and advances.

(6) The goods, or packages said to contain the goods, described on the face hereof, are accepted for carriage from their receipt at Carrier's terminal or airport office at the place of departure to the airport at the place of destination. If so specifically agreed, the goods, or packages said to contain the goods, described on the face hereof, are also accepted for forwarding to the airport of departure and for re-forwarding beyond the airport of destination. If such forwarding or re-forwarding by carriage operated by Carrier, such carriage shall be upon the same terms as to liability as set forth in Paragraphs 2 and 4 hereof,. In any other event, the issuing carrier and last carrier, respectively, in forwarding or re-forwarding the goods, shall do so only as agents of the shipper, owner, or consignee, as the case may be and shall not be liable for any damage arising out of such additional carriage, unless proved to have been caused by its own negligence or willful fault. The shipper, owner and consignee hereby authorize such carriers to do all thing deemed advisable to effect such forwarding or re-forwarding, including, but within limitation, selection of the means of forwarding or re-forwarding and the routes thereof (unless these have been herein specified by the shipper), execution and acceptance of documents of carriage (which may include provisions exempting or limiting liability) and consigning of goods with no declaration of value, notwithstanding any declaration of value in this air waybill.

ADVANCES OF DUTIES & EXPENSES & CUSTOMS ENTRY

(7) Carrier is authorized (but shall be under no obligation) to advance any duties, taxes or charges and to make any disbursements with respect to the goods, and the shipper, owner, and consignee shall be jointly and severally liable for reimbursements thereof. No Carrier shall be under obligation to incur any expense or to make any advance in connection with the forwarding, or re-forwarding of the goods except against repayment by the shipper. If it is necessary to make customs entry of the goods at any place, the goods shall be deemed to be consigned at such place to the person named on the face hereof as customs consignee or, if no such person be named, to the carrier carrying the goods to such place or to such customs consignee, if any as such carrier may designate.

INSURANCE CONDITIONS

(8) At the request of the shipper, and if the appropriate premiums paid and the face recorded on the face hereof, the goods covered by the air waybill are insured on behalf of the shipper under an open policy for the amount requested by the shipper as set out on the face hereof, subject to the terms and conditions of such open policy which is available for inspection by the shipper. Claims under such policy must be reported immediately to an office of Carrier.

DELIVERY & NOTICE OF ARRIVAL

(9) Except as otherwise specifically provided in this contract, delivery of the goods will be made only to the consignee named on the face hereof, unless such consignee is one of the Carriers participating in the carriage, in which event delivery shall be made to the person on the hereof as the person to be notified. Notice of arrival of the goods will, in the absence of other instructions, be sent to the Consignee, or the person to be notified, by ordinary methods; Carrier is not liable for non-receipt or delay in receipt of such notice.

NOTICE OF CLAIMS & TIME LIMITATIONS ON ACTIONS

(10) (a) No action will be maintained in the case of damage to goods unless a written notice, sufficiently describing the goods concerned, the approximate date of the damage, and the details of the claim, is presented to an office of issuing Carrier within 7 days from the date of receipt thereof. In the case of delay, unless presented within 14 days from the date the goods are placed at the disposal of the person entitled to delivery, and in the case of loss (including non-delivery) unless presented within 120 days from the date of issue of the air waybill.

(b) Any rights to damages against Carrier shall be extinguished unless an action is brought within two years after the occurrence of the events giving rise to the claim.

COMPLIANCE WITH LAWS & REGULATIONS

(11) The Shipper shall comply with all applicable laws, customs, and other government regulations of any country to, from, through or over which the goods may be carried, including those relating to the packing, carriage, or delivery of the goods, and shall furnish such information and attach such documents to this air waybill as may be necessary to comply with this provision.

WAIVER BY AGENTS

(12) No agent, servant, or representative of Carrier has authority to alter, modify, or waive any provision of this contract.

The consignor and consignee shall be liable, jointly and severally, for the payment of all sums due and payable to the forwarder pursuant hereto, on account of any shipment, and the forwarder shall have a lien on such shipments for sums due and payable to it, in the event of non-payment, forwarder shall have the right, upon thirty (30) days notice to the consignor and the consignee at the address shown on the air waybill, to dispose of such shipment or any part thereof by public or private sale without further notice and to pay itself out of the proceeds of such sale.

Under these Naniq Standard Conditions of Carriage, Naniq does not handle the following:

Live Animals

Explosives Class 1.1 , 1.2, and 1.3

Ammo

Live plants

Weapons

Jewelry

Human Remains

Poison Class 6.1

Articles of extraordinary value, i.e. antiques, coins, currency, money

Narcotics

IN THE EVENT OF SUIT TO COLLECT THE TARIFFS DUE FOR THIS SHIPMENT, THE PREVAILING PARTY SHALL BE ENTITLED TO REASONABLE ATTORNEY'S FEES.

