

Air Cargo Terms & Conditions.

Notice concerning carrier's limitation of liability — air cargo.

NOTICE OF LIMITATION

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 Section 4 unless a higher value is declared.

SECTION 1 Definitions

"**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, and amending protocols and supplementary conventions.

"**MONTREAL CONVENTION**" means the Convention for the Unification of Certain Rules for International Carriage by Air, done at Montreal on 28 May 1999.

SECTION 2 Applicable Rules and Conditions

2.1 Liability Framework

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 Convention.

2.2 Other Applicable Rules

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, which 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.

SECTION 3 Routing and Stopping Places

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.

SECTION 4 Limit of Liability

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.

CAP AT A GLANCE

Montreal Convention applies: 22 SDR/kg unless a higher value is declared and accepted in writing, and a supplementary charge is paid.
Warsaw Convention applies: per the applicable Warsaw instrument. No specific Convention applies: 22 SDR/kg by default.

SECTION 5 Payment of Charges**5.1 Shipper Guarantee**

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 Claim Despite Non-Payment

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.

SECTION 6 Declared Value**6.1 Higher Value Declaration**

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 supplementary sum if required.

6.2 Carriage Outside the Conventions

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 supplementary sum if required.

SECTION 7 Weight Used for Liability Calculation**7.1 General Rule**

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 Foreign Air Transportation — U.S. Transportation Code

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.

SECTION 8 Extension to Agents and Servants

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.

SECTION 9 Reasonable Dispatch

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 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.

SECTION 10 Receipt, Complaints and Time Limits

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 Written Complaint Required

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 within the following deadlines:

EVENT	DEADLINE
Damage to cargo	Immediately after discovery and at the latest within 14 days from date of receipt.
Delay	Within 21 days from the date on which the cargo was placed at the disposal of the person entitled to delivery.
Non-delivery	Within 120 days from the date of issue of the air waybill (or, if no AWB issued, from date of receipt of the cargo for transportation).
Legal action	Within two (2) years from the date of arrival at destination, or from the date the aircraft ought to have arrived, or from the date carriage stopped.

10.2 To Whom Complaint May Be Made

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 No Action Without Timely Complaint

Unless a written complaint is made within the time limits specified in 10.1 no action may be brought against Carrier.

10.4 Two-Year Limitation Period

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.

SECTION 11 Shipper's Compliance Obligations

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 for loss or expense due to shipper's failure to comply with this provision.

SECTION 12 No Authority to Alter

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

SECTION 13 PressEx House Air Waybill — Governing Law

When PressEx Logistics LLC issues a House Air Waybill as contracting carrier, liability shall be governed by the Montreal Convention of 1999, or where not applicable, the Warsaw Convention as amended. PressEx shall not be liable for consequential, indirect, special, incidental, punitive or exemplary damages, including lost profits, loss of market or business interruption.