

Air Export Airway Bill Conditions
NOTICE CONCERNING CARRIERS' LIMITATION OF LIABILITY

IF THE CARRIAGE INVOLVES AN ULTIMATE DESTINATION OR STOP IN A COUNTRY OTHER THAN THE COUNTRY OF DEPARTURE, THE WARSAW CONVENTION MAY BE APPLICABLE AND THE CONVENTION GOVERNS AND IN MOST CASES LIMITS THE LIABILITY OF THE CARRIER IN RESPECT OF LOSS, DAMAGE OR DELAY TO 250 FRENCH GOLD FRANCS PER KILOGRAM, UNLESS A HIGHER VALUE IS DECLARED IN ADVANCE BY THE CONSIGNOR AND A SUPPLEMENTARY CHARGE PAID IF REQUIRED. THE LIABILITY LIMIT OF 250 FRENCH GOLD FRANCS PER KILOGRAM IS APPROXIMATELY US\$20 PER KILOGRAM ON THE BASIS OF US\$42.22 PER OUNCE OF GOLD.

CONDITIONS OF CONTRACT

1. Where carriage hereunder is "International Carriage" within the terms of the Warsaw Convention, "Carrier" means all air carriers that carry or undertake to carry the goods or perform any other services incidental to such air carriage. Otherwise the term "Carrier" shall mean the entity by or on behalf of which this Air Waybill is issued and signed and shall include. Unless the context otherwise requires, its subsidiaries servants, agents and subcontractors and their servants and agents.

"Carriage" shall mean and include the whole of the operations and services undertaken by the Carrier in respect of the Goods (as hereinafter defined) and shall include international carriage as defined by the terms of the Warsaw Convention.

"Consignor" shall mean the person, firm or company by whom or on whose behalf the Goods are deposited for carriage hereunder.

"Consignee" shall mean the person, firm or company by whom the Goods are to be delivered upon the completion of the Carriage.

"Goods" shall mean the cargo accepted from the Consignor together with any packaging supplied by or on behalf of the Consignor.

"Dangerous Goods" shall mean such of the Goods as shall be fact or at law noxious, dangerous, hazardous, explosive, radioactive, inflammable or capable by their nature of causing damage or injury to other goods or to any persons

"Merchant" means and includes the shipper, the consignor, the consignee, the holder of this Air Waybill and/or the receiver or the owner of the Goods.

"Warsaw Convention" means the Convention for the Unification of certain Rules relating to International Carriage by Air, signed at Warsaw, 12 October 1929, or that Convention as amended at The Hague, 28 September 1955, whichever may be applicable.

"French Gold Francs" means francs consisting of 65 1/2 milligrams of gold with a fineness of nine hundred thousandths.

2. (a) Carriage hereunder is subject to the rules relating to liability established by the Warsaw Convention unless such carriage is not "international carriage" as defined by that Convention;

(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 Warsaw Convention), government regulations, orders and requirements;

(ii) provisions herein set forth, and

(iii) applicable tariffs, rules and 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. In transportation between a place in the United States or Canada and any place outside thereof the applicable tariffs are the tariffs in force in those countries.

3. Where Carriage under this contract is "international carriage" and there is more than one Carrier, the first Carrier's name may be abbreviated on the face hereof, the full name and its abbreviation being set forth in such Carrier's tariffs, conditions of carriage, regulations and timetable. The first Carrier's address is the airport of departure shown on the face hereof. The agreed stopping places (which may be altered by the 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. Carriage to be performed hereunder by several successive carriers is regarded as a single operation.

4. The Carrier is not a common Carrier and will accept no liability as such. The Carrier reserves the right to refuse the carriage or transport of Goods for any person, corporation or company and the carriage or transport of any class of goods at its discretion.

5. (a) Except insofar as the Warsaw Convention, or other applicable law may require, the Carrier accepts no responsibility for any damage, including injury or loss of life, delay, or loss of any nature whatsoever arising out of or incidental to the Carriage or any service ancillary thereto (including but not limited to transport to and from any aerodrome, or taking off or landing place), whether due or alleged to be due to misconduct or negligence on the part of the Carrier or not.

(b) Except in so far as the Warsaw Convention or other applicable law may require, the Carrier shall in no circumstances be liable for indirect or consequential loss or damage. Furthermore, the Carrier shall in no circumstances be liable for direct, indirect, or consequential loss or damage caused by delay. Without prejudice to the foregoing, if the Carrier is found liable for delay, liability shall be limited to the freight applicable to the relevant stage of the transport.

6. a) The Consignor warrants that the Goods do not include dangerous goods.

(b) If, in the opinion of the Carrier the Goods are or are liable to become of a dangerous, inflammable, explosive, volatile, offensive or damaging nature, the Goods may be discharged, disposed of, abandoned or rendered harmless by the Carrier without compensation to the Consignor and without prejudice to the Carrier's rights hereunder.

7. Except as otherwise provided in the Carrier's tariffs or conditions of carriage, in contracts for international carriage whether or not governed by the Warsaw Convention, the Carrier's liability shall not exceed US\$20.00 or the equivalent per kilogram of goods lost, damaged or delayed unless a higher value is declared by the Consignor and a supplementary charge paid

9. If the sum entered on the face of the Air Waybill as "Declared Value for Carriage" represents an amount in excess of the applicable limits of liability referred to in the above Notice and in these Conditions of Contract and if the Consignor has paid any supplementary charge that may be required by the Carrier's tariffs, conditions of carriage or regulations, this shall constitute a special declaration of value and in this case the Carrier's limit of liability shall be the sum so declared. Payment of claims shall be subject to proof of actual damages suffered.

9. Subject to Clause 7, in all cases where liability has not been effectively excluded, whether by this agreement or by statute, convention or otherwise, the total liability of the Carrier for any loss or damage is limited to the lesser of

(a) A\$100.00; or

(b) The value of the Goods subject to the agreement at the time the Goods were received by the Carrier;

or,

(c) In the case of a breach of warranty under the Trade Practices Act, 1974 (as amended) the payment or the costs of having the services supplied again.

10. In cases of loss, damage or delay of part of the Goods, the weight to be taken into account in determining the Carrier's limit of liability shall be only the weight of that part of the Goods to which the loss, damage or delay occurred.

Note: Notwithstanding any other provision for foreign air transportation as defined in the U.S. Federal

Aviation Act, as amended, in cases of loss or damage or delay of Goods or part thereof the weight to be used in determining the Carrier's limit of liability shall be the weight which is used (or a pro rata share in the case of part loss, damage or delay) to determine the transportation charge for the carriage of such Goods or part thereof.

11. Any exclusion or limitation of liability applicable to the Carrier shall apply to and be for the benefit of the Carrier's agents, servants and representatives and any person whose aircraft is used by the Carrier for carriage and its agents, servants and representatives. For purposes of this provision the Carrier acts herein as agent for all such persons.

12. The Carrier undertakes to complete the Carriage hereunder with reasonable despatch except within USA where carrier tariffs apply, the Carrier may substitute alternate carriers or aircraft and may without notice and with due regard to the interest of the Consignor substitute other means of transportation. The Carrier is authorized to select the routing or to change or deviate from the routing shown on the face hereof at its discretion.

13. Subject to the Conditions of Contract herein the Carrier shall be liable for the Goods during the period they are in its charge or the charge of its agent.

14. (a) Except when the Carrier has extended credit to the Consignee' without the written consent of the Consignor, the Consignor guarantees payments of all charges for Carriage due in accordance with the Carrier's tariffs, conditions of

carriage and related regulations, applicable laws (including national laws implementing the Convention), government regulations, orders and requirements;

(b) When no part of the Goods are delivered, the Carrier may agree that a claim with respect to such

Goods will be entertained even though transportation charges thereon are unpaid.

15. (a) Quotations are given by the Carrier to the Consignor on the basis of immediate acceptance and are subject to the right of withdrawal before acceptance and revision after acceptance. Further, if any changes occur in the rates of customs duty, freight, insurance premiums, currency exchange rates, or other charges applicable to the goods, quotations and charges shall be subject to revision accordingly whether with or without notice unless otherwise agreed in writing and irrespective of whether the Carrier has acted in a particular transaction as principal or agent.

(b) The Carrier may charge freight by weight, measurement or value and may at any time re-weigh, re-value or re-measure or require the cargo to be re-weighed, re-valued or re-measured and charge proportional additional freight.

16. Freight shall be considered to be payable whether the Goods are delivered to the Consignee or not, and whether damaged or otherwise. Under no circumstances will any payment of freight be refunded.

17. The Carrier may arrange either as principal or as agent for the Consignor with any other person, corporation, independent contractor or subcontractor to undertake the Carriage or any part thereof or any services ancillary thereto (including but not limited to transport to and from any aerodrome or taking off or landing place or any part thereof), and any person, corporation, independent contractor or subcontractor and his or its servants, agents and employees will be entitled to the benefit of these conditions to the same extent as the Carrier.

18. The Carrier's charges for Carriage, including those for the care and maintenance of any animal, shall be payable by the Consignor without prejudice to the Carrier's rights against the Consignee or any other person. When it is stated on the Air Waybill that charges are payable by the Consignee or the Goods are consigned freight "collect", the Consignor shall not be required to pay such charges unless the Consignee fails to pay the due amount after reasonable demand has been made by the Carrier for the payment thereof and payment is not made within seven days of the date set for payment.

19. If on demand the merchant fails to pay charges due to the Carrier in respect of any service rendered by the Carrier, the Carrier may detain and sell all or any of the Goods which are in its possession and out of the monies arising from the sale retain the charges so payable and all charges and expenses of the retention and sale and shall render the surplus, if any, of the monies arising by the sale and such of the goods as remain unsold to the party entitled to that surplus.

20. Notice of arrival of the Goods will be given promptly to the Consignee or to the party indicated on the face hereof as the party to be notified. On arrival of the goods at the place of destination and subject to the receipt of other instructions from the Consignor prior to arrival of the goods at the place of destination, delivery will be made to, or in accordance with the instructions of the Consignee. If the Consignee declines to accept the Goods or cannot be contacted, disposition will be in accordance with the instructions of the Consignor.

21. (a) As governed by the Warsaw Convention, the party entitled to delivery must make a complaint to the Carrier in writing in the case:

(i) of visible damage to the Goods, immediately after discovery of the damage and no later than 14 days from receipt of the Goods;

(ii) of other damage to the Goods, within 14 days from the date of receipt of the Goods;

(iii) of delay, within 21 days of the date the Goods are placed at his disposal, and,

(iv) of non-delivery of the Goods, within 120 days from the date of the issue of the Air Waybill;

(b) For the purpose of sub-paragraph (a) above, a complaint in writing 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 who performed the transportation during which the loss, damage, or delay took place.

(c) For the purpose of sub-paragraphs (a) and (b) above, any rights to damages against the 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.

22. (a) Except as governed by the Warsaw Convention, any claim for loss or damage must be notified in writing to the Carrier within seven days of delivery of the Goods or the date upon which the Goods should have been delivered.

(b) Except as governed by the Warsaw Convention, the Carrier shall be discharged of all liability howsoever arising unless suit is brought and notice thereof given to the Carrier within six months after delivery of the Goods or the date when the Goods should have been delivered.

23. The Consignor warrants to the Carrier that the goods comply with all applicable laws, and 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 such laws and regulations. The Carrier shall not be liable to the Consignee for loss or expense arising due to the Consignor's failure to comply with this provision.

24. No agent, servant or representative of the Carrier has the authority to alter, modify or waive these Conditions of Contract unless such alteration, modification or waiver is in writing and is specifically authorised in writing by the Carrier.

25. If the Carrier offers insurance mid such insurance is requested, and if the appropriate premium is paid and the fact recorded on the face hereof, the Goods covered by this Air Waybill shall be insured under an open policy for the amount requested as set out on the face hereof (recovery being limited to the actual value of Goods lost or damaged provided that such amount does not exceed the insured value). The insurance is subject to the terms, conditions and coverage (from which certain risks are excluded) of the open policy, which is available for inspection at an office of the issuing Carrier by the interested party. Claims under such policy must be reported immediately to an office of the Carrier.

26. Where the Carriage is subject to the Warsaw Convention and the Carrier has substituted other means of carriage whether transportation by road, rail or sea then in respect of any such substituted means of transportation the same limits of liability shall apply thereto as if the substituted carriage was international air carriage within the meaning of the Warsaw Convention.

27. The contract evidenced by or contained in this Air Waybill is governed by the laws of the Commonwealth of Australia and any claim or dispute arising hereunder or in connection herewith shall be determined by the Courts of the Commonwealth of Australia.

28. All customs duty, excise duty, sales tax, costs, expenses or penalties which the Carrier becomes liable to pay for any reason whatsoever in respect of the Goods and/or any documents relating to the Goods pursuant to my law relating to customs or excise and whether or not arising from or in connection with the negligence of the Carrier or otherwise shall be paid by the merchant.

29. (a) Notwithstanding anything contained herein, the Carrier shall continue to be subject to any implied warranty provided by the Trade Practices Act 1974 (as amended) or any other Commonwealth or State Legislation if and to the extent that the said Act is applicable to this Contract of Carriage and prevents the exclusion, restriction or modification of such warranty.

(b) Subject to paragraph (a) above, all the rights, immunities and limitations of liability in these terms and conditions of carriage shall continue to have full force and effect in all circumstances' and notwithstanding any breach of the contract contained herein or of any term and conditions by the Carrier.

30. The clauses and provisions in each clause of these Conditions of Contract shall be severable from each other and if for any reason any clause or provision is invalid or unenforceable such invalidity or unenforceability shall not prejudice or in any way affect the invalidity or unenforceability of any other clause or provision.