

ALITALIA'S GENERAL CONDITIONS OF CARRIAGE
(CARGO)
2007 edition

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GENERAL INFORMATION

ALITALIA'S GENERAL CONDITIONS OF CARRIAGE (G.C.C.)

The purpose of the General Conditions of Carriage (G.C.C.) is to set forth regulations in the contract for the cargo air carriage service (hereinafter "the Contract").

By means of said Contract, Alitalia, in its role as contracting carrier (hereinafter "the Carrier"), following payment of the applicable rates, is obliged by law:

- to carry out the contracted carriage, in accordance with the itinerary and times agreed, transporting the cargo by air from one place to another;
- to oversee the custody of the cargo;
- to carry out any other additional service, when needed or agreed, to effect the carriage.

And, vice-versa, the shipper is obliged:

- to pay the price of the carriage, unless the Carrier's service is being effected free-of-charge;
- to accept any and every condition established by the Carrier for the transportation of the cargo in application of legal provisions and regulations pertaining to safety and security or the Carrier's procedures, about which sufficient information is provided;

An extract of the Contract's clauses is included on the Air Waybill.

OTHER TYPES OF AIR TRANSPORTATION FOR WHICH THE G.C.C. ARE APPLICABLE

GRATUITOUS CARRIAGE

The provisions of the G.C.C. are valid, in that they are applicable also to gratuitous carriage.

DE FACTO AND/OR SUB-TRANSPORTATION

The provisions of the G.C.C. are also applicable in the case of direct carriage by the Carrier and/or sub-transporter, where this is possible in accordance with existing legislation.

This is the case when the air transportation is effected by a carrier other than the contracting Carrier, which, though not an auxiliary of the contracting Carrier, carries out, wholly or in part, on the basis of a contract with the latter, the transportation agreed with the shipper.

TRANSPORTATION CARRIED OUT BY MORE THAN ONE CARRIER (CUMULATIVE TRANSPORTATION)

Should the shipper and Alitalia agree that carriage must be effected by more than one airline, of which Alitalia is one, as a single shipment, the provisions of the Contract shall be applied only to the transportation effected by Alitalia, even if only one Air Waybill is issued.

Alitalia is liable only for any damage taking place on flights or legs of flights for which Alitalia's identification code is placed in the box identifying the "CARRIER" on the Air Waybill, also in cases where the transportation is carried out by a de factor Carrier or a charterer in the name and on behalf of Alitalia.

Should Alitalia issue an Air Waybill or accept a package for carriage by another Carrier, it is acting only as an agent of said Carrier and, therefore is not liable for any damage that may occur during the transportation.

Nonetheless, the shipper has the right to take action against the first or last Carrier, as well as against the Carrier that effected the carriage during which the cargo was subject to destruction, loss, deterioration or delay. The Carriers are liable both individually and jointly towards the shipper.

ADDITIONAL AND/OR SUBSTITUTE TRANSPORTATION

The period of air carriage does not include any transportation that takes place by land, sea or river effected outside an airport. Nevertheless, when such transportation is carried out in accordance with the Contract for the purposes of embarkation, delivery or transfer, it is presumed, unless otherwise demonstrated, that any damage is the result of an event taking place in the course of the air shipment.

If the Carrier, without the shipper's consent, performed the carriage, wholly or in part, with a means of transportation different from the air shipment agreed by the parties, said transportation is presumed to have been carried out during the course of the air shipment. Nevertheless, the shipper's consent to the application of the rules defining the airline's liability, must, at any rate, be deemed implicit, if the shipper has not otherwise indicated in the Air Waybill (see definition).

Likewise, the provisions of the Contract pertaining to the Carrier's liability for damage to the cargo is not applicable to any type of transportation other than air carriage Alitalia offers to effect either with its own or a third party means outside the airport, in substitution of aircraft, should an aircraft not be available, with the consent of the person having the right to decide.

COMBINED TRANSPORTATION

In the case of combined transportation, effected in part by air and in part by any other means of transportation, the provisions of the Contract are applied only to the air carriage performed by Alitalia.

ARTICLE 1

DEFINITIONS

In the G.C.C. for cargo, unless otherwise expressly indicated, the terms and definitions therein contained have the following meanings:

Authorised agent

Except otherwise stated, this term indicates any subject that has the authority, explicit or implicit, to act in the name and on behalf of the Carrier for the purposes of the sale of cargo air carriage services. The authorised agent represents the Carrier to Customers and can be either a physical person or a company that acts as an entrepreneur or another Carrier.

Auxiliaries or representatives

These are persons, bodies or companies other than Alitalia or Alitalia staff that provide cargo air carriage services as well as auxiliary or accessory service to customers, in the name and on behalf of Alitalia.

They can negotiate autonomously and can be directly liable for any damage to the cargo.

Damage

This term refers to any detriment or harm that can be defined in economic terms, to the cargo due to:

- an event that occurs during the course of air carriage (see definition), even if said event cannot be ascribed to the Carrier;
- the non-fulfilment or incomplete fulfilment of service by the Carrier.

It must consist of actual and proven damage, that can be economically valued, to the state of the cargo, excluding indirect or consequential as well as moral or intangible damage.

Customer

This term indicates, in general, the subject having rights or interests relating to the Contract.

Consignee

This term indicates the person whose name appears on the Air Waybill or in the shipment record as the party to whom the shipment therein described is to be delivered. The individuals indicated on the Air Waybill in the “*notify*” section are intended solely as persons to be notified upon the arrival of the cargo to its destination.

Days

This indicates full calendar days, including Sundays and legal holidays. In the calculation of the terms for notification of the related cargo, the day of shipment is not counted.

I.A.T.A.

This is the acronym for the International Air Transportation Association, the organism to which the majority of the world’s commercial airlines belong. More information regarding this organism is available on the website: www.iata.org

I.C.A.O.

This is the acronym for the International Civil Aviation Organisation, set up by the UN, which concerns itself with all matters connected to the regulation of civil aviation. More information

regarding this organisation is available on the website: www.icao.int

Air Waybill (AWB)

This is the document made out by or on behalf of the shipper, which evidences the contract between the shipper and the Carrier for the carriage of cargo via the Carrier's air services. Unless otherwise specifically indicated, any mention of the Air Waybill in the G.C.C. also refers to the Shipment Record (see definition).

Cargo

This indicates the subject of the Contract, as indicated on the Air Waybill.

Shipper

This indicates the subject whose name appears on the Air Waybill or in the shipment record as the party contracting with the Carrier for the carriage of cargo.

Applicable legislation

This term is used from time to time to refer primarily to the following:

- as regards obligations deriving from the air carriage contract, to the Italian Civil Code, which comprises all of the legislation approved with Royal Decree 262 of 16 March 1942 et seq., when applicable;
- as regards some aspects connected to the conclusion of the carriage contract via electronic means, to Legislative Decree no. 70 of 9 April 2003, in implementation of EC Directive 2000/31 pertaining to some aspects of IT services;
- as regards the regulations and limits pertaining to the Carrier's civil responsibility:
 - The Convention for the unification of certain rules relating to international carriage by air signed in Warsaw on 12 October 1929 (hereinafter referred to as the Warsaw Convention);
 - The Warsaw Convention as amended by the Hague Protocol of 28 September 1955;
 - The Warsaw Convention as amended by the Additional Protocol No. 1 of Montreal in 1975;
 - The Warsaw Convention as amended by the Hague Protocol of 1955 and by Additional Protocol no. 2 of Montreal in 1975;
 - The Warsaw Convention as amended by the Hague Protocol of 1955 and by additional protocol no. 4 of Montreal in 1975;
 - The Convention for the unification of certain rules relating to international carriage by air signed in Montreal on 28 May 1999 (hereinafter referred to as the Montreal Convention);
 - All European Union regulations regarding cargo air transportation;
 - The Italian Navigation Code, which comprises all of the legislation approved with Royal Decree no. 327 of 30 March 1942 et seq..
- as regards air transportation safety and security and any other aspect linked to the manner of effecting air transportation to any:
 - legal rules;
 - legal regulations;
 - provisions issued by the competent public authority as well as by any national or supranational entities and organisms having legislative powers to this regard;
 - dispositions or recommendations from Alitalia, sufficient and reasonable information about

which is provided to those parties involved in the carriage, including, by way of example, the J.A.R. (Joint Aviation Requirements) and instructions issued by the ICAO or similar organisms.

Loading and unloading operations

These are the operations carried out by the Carrier or by its auxiliaries and representatives in order to load cargo onto the aircraft and unload cargo from the aircraft at the airport.

Loading operations begin at the moment the Carrier, or its auxiliaries and representatives, take delivery of the cargo in the designated airport building and end at the moment the cargo is loaded onboard the aircraft;

Unloading operations begin at the moment the cargo is unloaded from the aircraft and end at the moment the cargo enters the designated airport building.

Charges collect

Clause in the contract of carriage that makes the consignee responsible for paying the price of carriage and all additional expenses as specified on the Air Waybill or in the shipment record.

Charges prepaid

Clause in the contract of carriage that makes the shipper responsible for paying the price of carriage and all additional expenses as specified on the Air Waybill or in the shipment record.

Shipment record

This indicates any record of the contract of carriage kept by the Carrier and evidenced by means and ways other than the Air Waybill.

Carrier's Regulations

These refer to all of the Carrier's instructions and recommendations, about which Customers are sufficiently informed. These regulations regard, merely by way of example, the content and packaging of cargo, the means of delivery of the cargo to the Carrier and delivery of the same to the consignee, the means of communicating instructions to the shipper in the event the latter exercises the right of disposition, particular terms and modalities of transporting cargo, etc.

Tariff regulations

See **Rates and charges**

SDR (Special Drawing Right)

The Special Drawing Right (SDR) is an artificial "basket" currency defined by the International Monetary Fund so as to provide a single currency for international commercial transactions. The values are reported in leading financial newspapers and on the Internet.

Delivery service

This indicates the surface carriage of inbound shipments from the airport of destination to the address of the consignee or to that of his designated agent, a public deposit as well as any eventual surface carriage between airports.

Carrier's website

This is Alitalia's Internet website (www.alitalia.com) where it is possible to view the General Conditions of Carriage for cargo as well as additional, related information.

Hold

This is the part of the aircraft where cargo is stored for carriage.

Shipment

Unless otherwise specified by law, this term indicates one or more packages, parcels, pieces of cargo or unit load devices (ULD), which the Carrier accepts from one shipper, at one address, received as one lot, under a single Air Waybill, for carriage to one consignee at one destination address.

Tariff

This term indicates the tariffs shown on the Air Waybill or in the shipment record owed to the Carrier for the agreed carriage, together with any other supplemental costs and taxes and duties applied by law.

Air carriage

This term indicates, for the purposes of the Contract, the period during which the Carrier provides the service agreed with the customer. This period begins with the start of loading operations and ends with the conclusion of unloading operations.

Leg

This term indicates each single section of a domestic, international or intercontinental flight.

Carrier

The legal entity that commits itself to carrying out air transportation.

Nevertheless, a distinction must be made between the **Contracting carrier** and the **De facto carrier**.

The first is the one that appears as the Carrier on the AWB, or that is, at any rate, part of the Contract (concluded with the shipper or with the person acting on behalf of the shipper), on the basis of which the carriage of cargo is effected or commitment to effect said carriage is undertaken and which is liable for non-fulfilment or incomplete fulfilment of such service.

The second is any subject, other than the Contractual Carrier which, on the basis of the agreement with the Contractual Carrier or via authorisation of the same, carries out, wholly or in part, the actual carriage, but is not a successive carrier in accordance with applicable legislation.

Flight or journey

The agreed transportation itinerary, which may comprise one or more legs.

ARTICLE 2
APPLICABILITY AND CURRENT LEGISLATION

2.1. The G.C.C. are applied to all air carriage of cargo performed by or on behalf of the Carrier.

2.2. All air carriage of cargo performed by the Carrier is subject to:

- a) existing laws, therein including applicable European Union legislation, the Italian Navigation Code, national laws implementing international conventions, and the regulations, orders and requirements of competent authorities;
- b) these Conditions and other Regulations set forth by the Carrier as well as the existing provisions, instructions and timetables about which adequate information is provided to the Customer.

2.3. These conditions do not apply to carriage between places in the United States or in Canada or between a place in the United States or in Canada and any place outside thereof to which tariffs in force in those countries apply. The tariffs applicable to such carriage are available for inspection, upon request, at the offices of the Carrier.

2.4. The G.C.C. are subject to changes and modifications so as to be in line with applicable legislation. The text of the G.C.C., available on the Carrier's website, is provided for the purposes of identifying the terms and contents of the Contract. However, any possible modifications to the G.C.C., to tariffs and to additional costs subsequent to the issue of the AWB on the part of the Carrier or after the date on which the tariff or additional costs were entered on the shipment record, cannot be applied to the Customer.

2.5. Any carriage of cargo regulated by the G.C.C. is subject to the Carrier's provisions, regulations and tariffs in effect on the date of issue of the Air Waybill by the Carrier or the date of the shipment record (the date the Contract is concluded) and about which adequate information is provided to Customers.

2.6. With that stated in the general information section regarding other types of air transportation to which the contract is applicable still holding, the present G.C.C. are applied to all those flights – or legs of flights – carried out by Alitalia, to destinations both in the European Union and outside the European Union, in relation to which the name of the Carrier or the Carrier's identification code appears in the box of the ticket issued for such flights or legs of flights. If the carriage is performed on the basis of a charter contract, then the G.C.C. are applicable only when expressly requested, both in the Contract and in the AWB.

2.7. In relation to some flights, the Carrier may have stipulated code-sharing agreements with other airline companies. This means that even if the Customer has an AWB stating that the Carrier – identified either by name or its IATA abbreviated code – is the party committed to carrying out the transportation, it is, nevertheless, possible that another airline company may actually perform the service.

2.8. In the event of inconsistency between the G.C.C. and the Carrier's tariff regulations, the latter shall prevail over the G.C.C..

2.9. In contrast, in the event of inconsistency between the G.C.C. and any of the Carrier's procedures, the G.C.C. shall prevail over said procedures, unless otherwise called for in the G.C.C. themselves.

2.10. If any provision either referred to or contain in the Air Waybill, the shipment record or these Conditions is in contrast with the laws, orders, provisions or instructions of competent public authorities, only any part of said provision that is not in contrast with said laws, orders, provisions

or instructions shall be applicable.

2.11. In the event of invalidity of any clause contained in the present G.C.C., pursuant to applicable legislation, this, in any case, does not prejudice the validity of the other clauses.

ARTICLE 3
ACCEPTABILITY OF CARGO FOR CARRIAGE

3.1. The Carrier undertakes to transport all shipments, unless otherwise excluded by the Carrier's regulations, provided that:

- a) its carriage, exportation or importation is not prohibited by the laws or regulations of the country of origin, the country of destination or any country to the flown to or over during transit;
- b) it is packed in a manner suitable for air carriage as requested by the contracting Carrier and by successive carriers;
- c) it is accompanied by the requisite shipping documents;
- d) it is not such as to endanger aircraft, persons or property or cause annoyance to anyone onboard the aircraft.

Within the limits established by law, the Carrier reserves the right, without any liability, to refuse carriage of cargo when circumstances so require in order to ensure the safety and successful outcome of the transportation.

3.2. The Carrier reserves the right to refuse carriage of shipments having a declared value for carriage in excess of the amount specified in the Carrier's regulations.

3.3. The shipper is responsible for packaging the cargo. Said packaging must be done in such a way as to ensure that it can be carried safely with ordinary care in handling without injury or damage to persons or property. Each package must be clearly, durably and indelibly marked with the name and full address of the shipper and consignee.

3.4. The Carrier reserves the right to check the packaging and content of any shipment, as well as the completeness and correctness of the related documents. Moreover, the Carrier also reserves the right the refuse shipment of goods not suitably packed and marked or void of the necessary documentation, without assuming any liability whatsoever on its own behalf.

3.5. The acceptance of special cargo, including, merely by way of example, dangerous goods, valuable goods, small packages, documents, live animals, fragile and perishable goods, human remains, and other special cargo, is subject to observance of the provisions established by applicable legislation and the Carrier's regulations regarding the transportation in question. More specifically, packages containing goods deemed "valuable" in accordance with the Carrier's regulations must be sealed upon request by the latter.

3.6. Responsibility for damage deriving from non-observance of the aforementioned provisions relating to the carriage of special cargo rests upon the shipper who, shall indemnify the Carrier for any and every damage, loss, delay or liability or penalty the Carrier may incur due to the carriage of such goods.

3.7. In cases in which the shipper undertakes to load a unit load device (ULD), he must comply with the carrier's loading instructions and shall be liable for and indemnify the Carrier against damage deriving from non-compliance with such instructions.

ARTICLE 4

TRANSPORTATION DOCUMENTS AND OBSERVANCE OF ADMINISTRATIVE INSTRUCTIONS

4.1. The shipper shall make out, or have made out on his behalf, an Air Waybill in the form, manner and number of copies prescribed by the Carrier and shall deliver said Air Waybill to the Carrier upon acceptance of the cargo to be transported. The charges for carriage and additional costs, insofar as they have been ascertained, shall, vice versa, be inserted in the Air Waybill by the Carrier. The Carrier can ask the shipper to make out, or have made out on his behalf, separate Air Waybills when the shipment comprises more than one package.

4.2. The Carrier, with the express or implied consent of the shipper, may substitute the Air Waybill with a shipment record, by which the Carrier keeps a record of the data regarding the carriage to be carried out. If the shipment record is used, the Carrier shall, if so requested by the shipper and in accordance with its own regulations, issue the shipper a receipt permitting identification of the shipment and access, in accordance with the Carrier's regulations, to the information contained in the shipment record.

4.3. With that stated in article 3.3 of the G.C.C. still holding, if the state and apparent conditions of the cargo and/or packaging is, in any way, defective, the shipper, also upon request by the Carrier, shall specify this in the Air Waybill. If an Air Waybill is not issued, the shipper must advise the Carrier of said circumstances, also upon request by the latter, so that this information is entered in the shipment record. If the shipper fails to include such statement on the Air Waybill or to inform the Carrier regarding the apparent state and conditions of the cargo or if said statement or information is incorrect, the Carrier may include on the Air Waybill or in the shipment record a statement of the apparent state and condition of the cargo or a note of correction, without the possibility of objection on the part of the shipper.

4.4. The Carrier may, upon the explicit or implied request of the shipper, make out the Air Waybill, in which event, subject to proof to the contrary; the Carrier shall be deemed to have done so in the name and on behalf of the shipper. If the Air Waybill delivered together with the cargo or if the particulars provided by the shipper for insertion in the shipment record do not contain all of the information requested or if said documentation is incomplete, inexact or erroneous, the Carrier is authorised to complete or correct the Air Waybill with the information and particulars to the best of the Carrier's ability without being under any obligation to do so.

4.5. The shipper is responsible for the correctness of the particulars and statements relating to the cargo inserted by him or on his behalf on the Air Waybill or which the Carrier inserted in the shipment record upon the shipper's request or on his behalf. Where such information is provided by means of Electronic Data Interchange (EDI), it is the responsibility of the shipper or the shipper's agent to verify the truthfulness, accuracy and completeness of the data thus transmitted and every subsequent transmission according to the established technical specifications. The shipper shall indemnify the Carrier against all damage suffered by him or by any third party to which the Carrier is liable due to the irregularity, incorrectness or incompleteness of the particulars or statements furnished by the shipper or on his behalf.

4.6. The Carrier reserves the right to not accept an Air Waybill on which the writing has been erased or altered.

4.7. The shipper shall comply with all laws, customs instructions and other government regulations of any country to, from, through or over which the cargo may be carried, therein including those relating to the packing, carriage or delivery of the cargo, and shall furnish, together with the shipment, all the information and documents needed to comply with such laws and regulations. The

Carrier is not obliged to control the exactness or incompleteness of such information or documents. The Carrier is not liable to the shipper or to any other person, for losses or expenses due to the shipper's failure to comply with that set forth in this provision. The shipper shall be liable to the Carrier for any damage caused by the failure of the shipper to comply with this provision.

4.8. The Carrier shall not be liable for refusing to carry any shipment if the Carrier reasonably determines in good faith that such refusal is required by any applicable law, government regulation, or other instructions or provisions.

4.9. The Carrier is authorised, but not obliged, to advance any custom duties or charges and to make any disbursement or to provide a guarantee to the customs authorities to cover said duties, taxes and additional expenses and to pay other amounts relating to the cargo. The shipper and the consignee, with the latter under the condition that he accepts delivery of the cargo or exercises any right deriving from the contract, shall jointly and separately be liable for reimbursing said amounts. The Carrier is not obliged to incur any expenses or make an advance in connection with the forwarding or reforwarding of the cargo, except against prepayment by the shipper. If it is necessary to make customs entry of the cargo at any stopping place and no customs clearance agent has been named on the face of the Air Waybill or in the shipment record, the cargo shall be deemed to be consigned to the carrier carrying the cargo to such place. For any such purpose a copy of the Air Waybill or of the shipment record, certified by the Carrier, shall be deemed original.

ARTICLE 5
RATES AND CHARGES

5.1 Rates and other charges for carriage governed by these conditions are those duly published by the Carrier and in effect on the date of the issuance of the contract of carriage.

5.2 The amount of the applicable rates and charges shall be calculated on the basis of established units of measurements and subject to the criteria and conditions set forth in the Carrier's regulations and rate tariffs.

5.3. Except as otherwise published in the Carrier's regulations and rate tariffs; the rates and charges include all services, also ancillary, provided by the Carrier.

5.4. Rates and other charges are published in the currency shown in the applicable rate tariffs and may be paid in any currency acceptable to the Carrier. When payment is made in a currency other than that published, the payment shall be made at the exchange rate established as needed by the Carrier, the current table of which is available, upon request, at the Carrier's office where payment is made. The provisions of this paragraph are subject to application of the regulations regarding currency exchange rates and other applicable legislation.

5.5. The total amount of transportation charges, whether prepaid or collect, as well as taxes, duties, charges, auxiliary expenses, advances and payments incurred or to be incurred by the Carrier and any other sum payable to the Carrier, shall be deemed fully payable by the shipper or the consignee even if the cargo is lost or damaged or fails to arrive at the destination specified on the Air Waybill. All charges, sums and advances of this type are due and payable upon receipt of the cargo by the Carrier, except for the Carrier's faculty to exact such amounts at any moment during or after the services performed under the contract of carriage.

5.6. The shipper guarantees charges collect and all unpaid expenses, advances and disbursements incurred by the Carrier. Moreover, the shipper is obliged to reimburse and compensate the Carrier for any damage, cost, expense, fine, penalty, loss of time and any other sum that the Carrier can or is held to incur due to the inclusion in the shipment of articles the carriage of which is prohibited by law or the illegal, incorrect or insufficient marking, numbering, addressing or insufficient packaging of packages or insufficient descriptions of the cargo, or the absence, delay or incorrectness of any export or import licence or any other required certificate or document, or any improper customs valuation or incorrect customs statement of weight or volume.

5.7. The Carrier has the right to have a lien on the cargo for all of the above amounts and expenses, and, in the event of non-payment, reserves the right to dispose of the cargo at public or private sale, retaining the proceeds in order to cover any and all of the aforementioned amounts (provided that prior to such sale the Carrier has mailed a written notice thereof to the shipper or to the consignee at the address stated on the Air Waybill). Nevertheless, such sale does not exempt the shipper or the consignee from the obligation to pay any amounts still due, for which they remain jointly and individually responsible. The consignee, by taking delivery of the cargo or exercising any other right arising from the contract of carriage, agrees to pay such charges, sums and advances, except prepaid charges.

5.8. If the gross weight, measurement, quantity or declared value of the cargo exceeds those on which the carriage price was previously calculated, the Carrier shall have the right to demand payment of the charge on such excess either from the shipper or from the consignee.

5.9. Charges collect shipments will be accepted only to countries listed in the Carrier's regulations and subject to the conditions therein contained. In any event, the Carrier reserves the right to refuse shipments on a charges collect basis to those countries where regulations prevent currency

conversions or the transfers of funds to other countries. Information on countries to which charges collect service is available may be obtained from offices and representatives of the Carrier.

5.10. In the case of a prepaid shipment, i.e. a shipment on which the charges are to be paid by the shipper, the charges applicable to the shipment are payable in cash to the Carrier at the time of acceptance of the cargo. In the case of a charges collect shipment, i.e. a shipment on which the charges are to be paid by the consignee, the charges applicable are to be paid in cash at the time of delivery of the cargo by the Carrier. If the consignee fails to pay said charges in cases when they are owed, the shipper is obliged to pay said charges, except in cases where the Carrier has transferred credit to the consignee without the written consent of the shipper.

5.11. The Carrier has the right to cancel carriage of the shipment upon refusal of the shipper, following request by the Carrier, to pay all or a portion of the carriage charges, without the Carrier being subject to any liability whatsoever.

ARTICLE 6

CHANGES TO THE FLIGHT TIMETABLE AND FLIGHT OPERATIONS

6.1. None of the timetables published by the Carrier are intended to be guaranteed as regards the commencement or completion of carriage or the delivery of the cargo, unless otherwise specifically agreed and stated on the Air Waybill. The Carrier undertakes to carry the cargo with reasonable despatch, but assumes no obligation to carry the cargo by any specified aircraft or over any particular route or routes, or to make connections at any point according to any particular schedule.

6.2. Specifically, the Carrier reserves the right to establish or modify the route of the shipment even if said route is stated on the Air Waybill or in the shipment record. The Carrier is not responsible for errors or omissions either in publications or other representations of timetables for its services. No employee, agent or representative of the Carrier is authorised to bind the Carrier by any statements or representations of any kind as to the dates or times of departure or arrival, or of operation of any flight.

6.3. The Carrier may, without notice, substitute itself with other airlines or utilise other means of transportation.

6.4. The Carrier may, without notice, cancel, terminate, divert, postpone, delay or advance any flight, or the further carriage of any cargo or proceed with any flight without all or any part of the cargo if this is made necessary by facts beyond its control or not reasonably foreseeable or anticipated at the time the cargo was accepted.

6.5. In the event any flight is cancelled, diverted, postponed, delayed or advanced or is terminated at a place other than the place of destination, or in the event the carriage of any shipment is so cancelled, diverted, postponed, delayed or advanced or terminated, the Carrier shall not be under any liability unless it is proven that the Carrier acted recklessly or deliberately with the intent to provoke damage and with the knowledge that damage would probably be caused.

6.6. In the event the carriage of the shipment or any part thereof must be considered terminated, on the basis of the above, the delivery of the shipment by the Carrier to an agent for transfer or delivery or storage shall be deemed complete delivery under the contract of carriage and the Carrier shall be without any further responsibility with respect to the delivery, except to inform or place the shipment at the disposal of the shipper or the consignee at the address indicated on the Air Waybill or in the shipment record. The Carrier may, but is not obliged to, forward the shipment for carriage by any other route or forward the shipment as an agent for the shipper or the consignee for onward carriage by any other means of transportation service on behalf of the shipper or the consignee. The cost of such operations shall be applied to the shipment.

6.8. Unless otherwise agreed and subject to applicable laws, provisions and government instructions, the Carrier has the right to determine the priority of carriage as between shipments, and as between cargo and mail or passengers. Moreover, the Carrier may decide, at its own discretion, at any time or place whatsoever, to remove any articles from a shipment and to proceed with the flight without them in order to ensure successful carriage. If, as a result of determining such priority, cargo is not carried or carriage is postponed or delayed, or the shipment is incomplete, the Carrier cannot be held liable to the shipper, consignee or any other involved or entitled party for any negative consequences thereof.

6.9. If the Carrier, for any reasonable purpose, deems it is necessary to hold the shipment at any place either than the place of departure or destination either before, during, or after carriage, the Carrier may, upon notifying the shipper, store the shipment for the account and at the risk and expense of the shipper, in any warehouse or other suitable place or deliver the shipment to the customs authorities. The Carrier may also deliver the shipment to another transportation service for

onward carriage to the consignee. The shipper shall indemnify the Carrier against any expense or risk so incurred.

ARTICLE 7
SHIPPER'S RIGHT OF DISPOSITION

7.1. The right of disposition is due to the shipper or, if it is the case, to his authorised agent, and must be applicable to the whole shipment under a single Air Waybill or a single shipment record. Said right may only be exercised if the shipper or authorised agent produces the original Air Waybill previously delivered to him or the receipt of shipment in the case of a shipment record as well as any other possible forms required by the Carrier's Regulations. Instructions as to disposition must be given in writing in the form prescribed by the Carrier. If the exercise of the right of disposition results in a change of consignee, the new consignee must be deemed to be the consignee indicated on the Air Waybill or in the shipment record.

7.2. Subject to his liability to carry out all his obligations under the contract of carriage and provided that this right of disposition is not exercised in such a way as to prejudice the Carrier or other shippers, the shipper may, at his own expense, dispose of the cargo either:

- by withdrawing it at the airport of departure or of destination; or
- by stopping it in the course of the journey on any landing; or
- by calling for it to be delivered at the place of destination or in the course of the journey to a person other than the consignee originally indicated; or
- by requiring it to be returned to the airport of departure.

7.3. If, in the opinion of the Carrier, the shipper's instructions are not reasonably practicable, the Carrier shall inform him promptly and henceforth be under no obligation to carry out such instructions.

7.4. A Carrier that carries out a shipper's instructions without asking to see the original Air Waybill or receipt of shipment shall be liable for any damage inflicted on anyone who rightly holds the original Air Waybill or receipt of shipment, except for the right to take recourse against the shipper.

7.5. The shipper shall be liable for and shall indemnify the Carrier against all loss or damage suffered or incurred by the Carrier as a result of the exercise of his right of disposition. Moreover, the shipper shall reimburse the Carrier for any expenses deriving from the exercise of his right of disposition.

7.6. The shipper's right of disposition shall cease at the moment when, after arrival of the cargo at the destination, the consignee takes or requests possession, pays the amounts due or otherwise shows his acceptance of the Cargo, subject to execution of the conditions of carriage, delivery of the cargo or of the Air Waybill.

7.7. Nevertheless, if the consignee declines to accept the Air Waybill or the cargo, or if it is not possible to contact him, the shipper maintains his right of disposition.

ARTICLE 8

DELIVERY

8.1. Unless otherwise agreed between the parties, the Carrier is obliged to notify the consignee at the moment of arrival of the cargo. In the absence of other instructions, the notice of arrival shall be sent by ordinary means to the consignee or to any other persons whom the Carrier has agreed to notify, as evidenced on the Air Waybill or in the shipment record. The Carrier shall not be liable for non-receipt or delay in receipt of such notice.

8.2. Unless otherwise specified on the Air Waybill or in the shipment record, delivery of the cargo shall be made only to the consignee named therein or to his agent.

Delivery to the consignee shall be deemed to have been effected:

- when the Carrier has delivered to the consignee or his agent the documents authorising the delivery of the cargo; and
- when the shipment has been delivered to customs or other government authorities on the basis of applicable laws or customs regulations.

8.3. Except as provided in Article IX par. 3, the consignee must accept delivery of and collect the shipment at the airport of destination.

8.4. Except as provided in par. 5 of this article, if the consignee refuses or, at any rate, fails to take delivery of the shipment after its arrival at the airport of destination, the Carrier shall endeavour to comply with the shipper's instructions on the Air Waybill or in the shipment record. If there are no instructions or if they cannot reasonably be carried out, the Carrier shall notify the shipper of the consignee's failure to take delivery and ask for new instructions. If such new instructions are not received within thirty (30) days, the Carrier shall proceed to sell, destroy or abandon the shipment, in accordance with applicable legislation.

8.5. The shipper is liable for all related direct and indirect charges and expenses arising from the failure to take delivery of the shipment. Such expenses include, but are not limited to: storage and carriage charges incurred in returning the shipment, if so required by the shipper's instructions. If the shipment is returned to the airport of departure and the shipper refuses or neglects to make such payment within fifteen (15) days from the date of the return, the Carrier shall, in accordance with applicable legislation, proceed to sell, destroy or abandon the shipment after having given the shipper ten (10) days notice.

8.6. When a shipment containing perishable articles, as defined in the Carrier's Regulations, is delayed whilst in the possession of the Carrier, or is unclaimed or refused at the place of delivery, or, at any rate risks to deteriorate, the Carrier may immediately take such steps as it sees fit for its own and others' protection. Such steps include, but are not limited to: the destruction or abandonment to customs authorities of all or part of the shipment, or the request for instructions to the shipper, at shipper's cost, regarding all or part of the shipment, the storage of all or part of the shipment, as well as the sale of all or part of the shipment, without notice, in accordance with applicable legislation.

8.7. In cases in which, in conformity with that stated above, the shipment is sold either at the place of destination or at the place where the shipment has been returned, the Carrier is authorised to utilise the proceeds to cover all expenses, advances, and disbursements incurred by the Carrier, including those relating to other transportation services, plus costs of sale. Nonetheless, sale of the cargo does exempt the shipper from the obligation to effect reimbursement for any amounts still outstanding.

8.8. By accepting delivery of the Air Waybill and/or the shipment, the consignee is liable for

payment of all costs and charges relating to the carriage. Unless otherwise agreed, the shipper is not released from his own liability for these costs and charges and remains jointly and separately liable together with the consignee. The Carrier may make delivery of the Air Waybill and of the shipment conditional upon payment of these costs and charges.

ARTICLE 9

PICK-UP AND DELIVERY SERVICES

- 9.1. Shipments are considered accepted from the moment of their receipt or pick-up for carriage to their destination airport or to the point indicated by the shipper.
- 9.2. Pick-up and delivery services are available at the points and in accordance with the manner, conditions and tariffs established for such services in the Carrier's Regulations.
- 9.3. Pick-up service, if available, shall be provided only upon request by the shipper. Unless otherwise established by the Carrier's Regulations, delivery service may be provided unless contrary instructions are given by either the shipper or the consignee. Such contrary instructions must be received by the Carrier before the shipment leaves the Carrier's offices at the destination airport.
- 9.4. In cases where, in the Carrier's opinion, the shipment requires special arrangements due to the cargo's volume, nature, value or weight, pick-up and delivery services shall be provided by the Carrier only after special agreements have been made.
- 9.5. Unless otherwise established by applicable legislation, if pick-up or delivery service is performed by or on behalf of the Carrier, the related surface transportation shall be considered subject to the same terms and conditions of liability as those set forth in the related paragraph.

ARTICLE 10
SUCCESSIVE CARRIERS

Carriage to be performed under one contract of carriage by several successive carriers is regarded as a single operation, it being understood that what is stated in the general information section of these conditions still holds good.

ARTICLE 11
CARRIER'S LIABILITY FOR DAMAGES

11.1. The Carrier is liable for damage resulting from the destruction, loss or deterioration of the cargo if the event which caused the damage took place during the course of the air transportation.

11.2. However, the Carrier is not liable if it can be shown that the destruction, loss or deterioration of the cargo derives exclusively from one or more of the following facts:

- (a) intrinsic defect, nature or vice of the cargo;
- (b) defective packaging of the shipment if the cargo was packed by any other than the Carrier or its employees or authorised personnel;
- (c) the event of war or armed conflict;
- (d) act of a public authority carried out in relation to the entry, exit or transit of the cargo.

11.3. In accordance with paragraph 11.1 carriage includes the period of time in which the cargo is in the Carrier's custody, with that set forth in the General Information section of these G.C.C. still holding.

11.4. The Carrier is liable for damage deriving from a delay in the carriage of cargo. However, the Carrier is not responsible for damage deriving from delay if it is shown that the Carrier and its employees and authorised personnel adopted all the necessary and possible procedures, in accordance with normal due diligence, to prevent the damage or if it was impossible to adopt said procedures.

11.5. The Carrier is indemnified in whole or in part against the claim if it is shown that the damage was caused or contributed to by the negligence or other wrongful act or omission of the claimant or the person from whom he derives his rights to the extent to which the negligence of wrongful act or omission caused or contributed to the damage.

11.6. In the carriage of cargo, liability of the Carrier shall not exceed the applicable Convention limit or, if no Convention applies, 17 special drawing rights per kilogram of cargo destroyed, lost, damaged or delayed, unless the shipper has made a special declaration of value for carriage at the time the package was delivered to the Carrier and has paid the supplemental sum applicable. In this case, the Carrier's liability shall never exceed the declared value for the cargo indicated on the Air Waybill and in the shipment record, unless the Carrier itself does not demonstrate that the amount declared is higher than the real interest of the shipper to delivery at destination. In any case, it is the responsibility of the claimant to furnish proof of the value of the damage incurred.

11.7. In the case of destruction, loss, deterioration or delay of a part of a shipment or of any object contained therein, the weight to be taken into consideration in determining the amount to which carrier's liability is limited shall be only the weight of the package or packages concerned. Nevertheless, when the destruction, loss, deterioration or delay of a part of the shipment or of the objects contained therein affects the value of other packages covered by the same Air Waybill or receipt of carriage or, when the documents were not issued with the same shipment record the total weight of such packages shall also be taken into consideration in determining the limit of liability. In the absence of proof to the contrary, the value of any such part of the shipment lost, damaged or delayed shall be determined by reducing the total weight of the shipment in the proportion that the weight of that part of the shipment damaged, lost or delayed has to the total weight of the shipment. In no case shall the Carrier's liability exceed the value of the actual

damage.

11.8. The shipper, owner and consignee whose property causes damage to or destruction of other shipments or of property of the Carrier, shall compensate the Carrier for all related damages and costs. Cargo which, because of inherent defect, quality or vice or because of defective packaging, can endanger aircraft, persons, or property may be abandoned or destroyed by the Carrier at any time without notice and without any resulting related liability.

11.9. The Carrier shall not be held liable for any loss, damage or expense deriving from death due to natural causes or death or injury of any animal caused by the conduct or acts of the animal itself or of other animals being transported, such as biting, kicking, goring or smothering nor for that directly or indirectly deriving from the condition, nature or propensities of the animal or by defective packing of the animal, or by the inability of the animal to withstand unavoidable changes in its physical environment inherent in the carriage by air.

11.10. A Carrier issuing an Air Waybill or shipment record for carriage via another carrier does so only as an agent for the other carrier. Any reference on the Air Waybill or in the shipment record to be performed by another carrier shall be deemed to refer to carriage to be provided as principal by such other carrier.

11.11 In the case of joint transportation, no carrier may be deemed liable for loss, damage or delay of shipments not incurring on its own line, except that the shipper shall have the right of action for such loss, damage or delay, on the terms herein provided, against the first carrier, and the consignee or other person entitled to delivery, shall have such a right of action against the last carrier under the contract of carriage.

11.12. Whenever the liability of a Carrier is excluded or limited under these Conditions, such extension or limitation shall apply, whenever allowed by Applicable Legislation, to the Carrier's agents, employees, representatives or delegates and to any carrier whose aircraft is used for transportation. Nevertheless, such exclusions or limitations of liability shall not be applied whenever it is shown that the damage derives from an act or omission on the part of the Carrier's agents, employees, representatives or delegates committed or with the intention of provoking damage or recklessly and with the awareness that damage would likely result.

11.13. Unless otherwise established by law, in no case shall the Carrier be liable for any loss or indirect or consequential damage, meaning damage that is not foreseeable as a normal outcome of lack of fulfilment or offence committed by the Carrier, deriving from air carriage regulated by these Conditions, also if the Carrier was aware that such loss or damage could occur. Likewise, in no case shall the Carrier be liable for all damages that cannot be proven, meaning, merely by way of example, moral or at any rate intangible damage.

11.14 Moreover, the Carrier shall not be liable for damage that can be derived from compliance on the part of the Carrier or on the part of the Customer with laws, regulations, orders or instructions issued by public authorities.

11.15. Unless otherwise established, no provisions contained in the these G.C.C. leads to the waiver on the part of the Carrier of any exclusion or limitation of liability established for the Carrier by the Montreal Convention or by other applicable laws.

ARTICLE 12
LIMITATIONS ON CLAIMS AND LEGAL ACTIONS

12.1. Receipt without compliant by the person entitled to delivery of the cargo is prima facie evidence that the same has been delivered in good condition and in accordance with the contract of carriage or the shipment record.

12.2. In the case of damage, the person entitled to delivery of the cargo must present a written complaint to the Carrier:

- in the case of visible or hidden damage to and partial loss of the cargo, immediately after its discovery and, in any case, within fourteen (14) days from the date of receipt of the goods;
- in the case of delay, within twenty-one (21) days from the date on which the goods were placed at his disposal;

12.3. Whenever the damage can be seen at the moment of the delivery of the cargo, the person entitled to the delivery of the cargo is obliged to immediately contest said damage. Should this not take place, at the moment of presentation of the complaint he shall have to present proof that the damage occurred during the period in which the Carrier had custody of the goods and not prior or subsequent to said period.

12.4. No legal action can be carried out in the case of damage or loss of cargo if the person entitled to delivery does not present the Carrier with a written complaint either immediately, when possible, or within the time limits set forth above, except in the case of fraud on the part of the Carrier.

12.5. Every right to compensation for damages from the Carrier is forfeited if legal action against the Carrier is not taken within two (2) years from the date of arrival to destination or from the scheduled date of arrival to destination of the aircraft or from the date on which the transportation was interrupted. The method of calculating the period of forfeiture is determined in conformity with the order of the selected court.

12.6. Every and any compensation for damages for any reason on the basis of the contract of carriage can be made only in accordance with the conditions set forth in the Montreal Convention and implemented in these G.C.C. with the identification of the persons legitimately entitled to act and the ascertainment of their respective rights still holding.

12.7. The action cannot give rise to any compensation for punitive or exemplary purposes or for any other than compensation purposes.

12.8. The action for compensation for damages is put forward, based on the choice of the claimant, before:

- 1) the law-courts of the Carrier's place of residence or
- 2) the law-courts of the place where the registered office of his activity is located or
- 3) the law-courts of the place in which he owns a company that signed the contract, or
- 4) the law-courts of the place of destination.

12.9. The procedural provisions and regulations of the chosen, competent court where the proceedings are held are applied.

ARTICLE 13
MODIFICATIONS AND WAIVERS

13.1. At the time the contract of carriage is signed, the customer is informed that no agent, employee or representative of the Carrier can replace, modify or cancel any provision of the conditions herein set forth in the General Conditions of Carriage.

13.2. No clause of the G.C.C. can be interpreted as a derogation of the airline carrier's obligations as established by law.