

## CARGO SERVICE GENERAL TERMS

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The terms and conditions herein-below are important and require your attention as client of the Air Tahiti Nui Cargo Service. We invite you to read them carefully.  
All clients are deemed to have read these general terms.

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### I. GLOSSARY

**Air Tahiti Nui:** means the airline known as Air Tahiti Nui, a local semi-public limited company headquartered in Papeete, Tahiti, French Polynesia.

**Air Tahiti Nui Cargo:** means an Air Tahiti Nui activity sector relating to the transportation of goods.

**Shipper:** means the natural or legal person that forwards goods.

**Carrier:** means the airline issuing the Air way bill and/or the airlines undertaking to carry the goods from the shipper to the consignee.

**Contracting carrier:** means the operator entering into a contract of carriage, having its name stated in the Air way bill. The contracting carrier does not always undertake the actual transportation of goods.

**Actual carrier:** means the carrier completing all or part of the transportation by virtue of an authorization given by the contracting carrier.

**Handling Agent:** means the person duly empowered to act on behalf of the Carrier during the transportation of goods.

**Consignee:** means the person receiving the goods.

**Air way bill (AWB):** basic air carriage document being both a receipt and a contract of carriage.

**Goods:** means any property carried or to be carried by air under an Air way bill.

**Hazardous goods:** means any property carried presenting a risk for individuals, property or the environment.

**Freight collect:** means the costs to be paid upon arrival of the goods to destination.

**Carriage paid:** means the costs to be paid by the Shipper at point of origin of the goods.

**Air carriage:** means the period in which the goods are in the custody of the carrier or its agent.

**Warsaw Convention:** Convention for the unification of certain rules relating to international carriage by air, signed on October 12, 1929 and modified by the Hague Convention in 1955 then by the Montréal Protocol in 1975.

**Montréal Convention:** Convention for the unification of certain rules relating to international carriage by air signed on May 28, 1999 and intended to supersede the Warsaw Convention between the signing countries.

**Special drawing rights (SDR):** means an international reserve asset created by the IMF.

## **II. REGULATORY FRAMEWORK OF THE CONTRACT OF CARRIAGE**

**II.1** Within the framework of international carriage of goods, Carrier's liability is subject to the Montréal Convention.

**II.2** Carriage of goods by Air Tahiti Nui or its partners is subject to these general terms.

**II.3** Carriage of goods must also meet the requirements of the laws in force in the country of origin, transit and destination.

Shipper is required to comply with the laws as applicable in other countries. Carrier has no liability to Shipper regarding non-compliance with that requirement.

**II.4** Cargo transportation terms are stated on the reverse of the Air way bill (AWB).

**II.5** Regarding free transportation, Carrier reserves the right to exclude the application of all or part of these general terms.

**II.6** Carriage of goods performed as part of a charter contract will be subject to Carrier's specific chartering rules. These general terms will apply insofar as they are authorized under the said chartering rules.

**II.7** Except as otherwise provided by laws, regulations or orders in force, these general terms and Carrier's published tariffs are subject to change without notice.

## **III. TERMS AND CONDITIONS RELATING TO GOODS**

### **III.1 Acceptance of goods**

**III.1** Subject to availability of equipment and required space, Carrier undertakes to carry any goods in the conditions as follows:

- The carriage of such goods must not be prohibited by the laws or regulations of the country of origin, destination or transit;
- Packaging must comply with air carriage requirements;
- The goods must be accompanied by required shipping documents;

- The goods must comply with requirements of safety for individuals and property on board the aircraft.

**III.1.2** Each parcel must indicate, in a legible and durable manner, the full names and addresses of Shipper and Consignee. Packaging may be sealed at Carrier's request if deemed necessary.

**III.1.3** Certain specific conditions may be required by Carrier regarding the shipping of some goods with special characteristics, such as: hazardous goods, valuable parcels, perishable goods, or the transportation of live animals or mortal remains.  
Special freight transportation terms will be given at the request of anyone concerned.

**III.1.4** Carrier reserves the right to inspect the packaging and content of any shipment in order to verify that the information provided is correct and/or adequate.

### **III.2 Rejection of goods**

**III.2.1** In case of non-compliance with the requirements in III.1.1, Carrier reserves the right to cancel, refuse, suspend, delay or change the performance of the contract of carriage.

## **IV. SHIPPING DOCUMENTS**

**IV.1** The formatting, drafting and number of Air way bills drawn up by Shipper must comply with Carrier's requirements. The AWB must be delivered to Carrier jointly with the goods.

**IV.2** Shipper is responsible for all details given to Carrier. Shipper is responsible for the loss Carrier may sustain as a result of Shipper's incorrect statements.

**IV.3** Carrier is under no obligation to accept an Air way bill containing text modifications or erasures.

## **V. TARIFFS AND PAYMENT**

Freight-collect payment is not accepted by Carrier.

## **VI. CARRIER'S PREROGATIVES**

**VI.1** Unless otherwise agreed specifically, Carrier undertakes to carry the goods within a reasonable time-limit, with no obligation to indicate any predetermined time.

Carrier is in no way responsible for errors or omissions appearing in time tables.

**VI.2** Even if is indicated in the Air way bill, Carrier reserves the right to change the itinerary.

**VI.3** Without notice, Carrier may use another aircraft or complete the journey on a flight operated by another carrier and/or another means of transportation.

**VI.4** Without notice, Carrier may cancel, stop, reroute, postpone or order an earlier flight departure. Carrier may also cause an aircraft to take off without carrying all consignments if forced to do so due to circumstances.

**VI.5** Carrier is authorized to establish an order for routing priority between shipments.

**VI.6** If deemed necessary, Carrier may hold back the shipment before, during or after transportation, after notifying the Shipper or the Consignee in writing.

**VI.7** No agent, employee or representative of Carrier is authorized to change, modify or delete a provision in this general terms without the authorization of Carrier itself.

**VI.8** When consignments are delayed, unclaimed or not accepted at place of delivery, Carrier may take every measure necessary to ensure protection of such consignments. In particular, such measures include destruction or abandonment of all or part of the consignment, the sending of notification to secure instructions at Shipper's costs, the placing in warehouse at Shipper's risks and costs or the selling of the consignment, whether publicly or privately, without notice.

## **VII. SHIPPER' PREROGATIVES**

**VII.1** The right to dispose of the goods may be exercised by Shipper or its duly authorized agent exclusively.

**VII.2** Insofar as this dispositional right is not exercised in such a way that it is prejudicial to Carrier, Shipper may have disposition of the goods, at its own costs, either:

- by removing them at the departure or arrival airport before delivery to Consignee;
- by stopping them during transportation in a given airport;
- by requiring that they be delivered to the place of destination or in the course of transportation to another person as stated by Consignee in the Air way bill; or
- by requiring that the consignment be returned to the departure airport.

**VII.3** If Carrier is of the opinion that such a right is prejudicial to its operations or to other shippers, Carrier is entitled to deny transportation. Carrier will then have to notify Shipper accordingly.

**VII.4** Shipper is responsible for all loss or damage sustained or incurred by Carrier as a result of the exercising of its right of disposition. Shipper will be required to repay the costs arising from exercising the said right.

**VII.5** Shipper's right of disposition terminates upon arrival of the goods at destination, when Consignee has expressed acceptance of the goods.

## **VIII. DELIVERY**

**VIII.1** Except as otherwise provided in the Air way bill, the consignment is delivered solely to Consignee designated in the document or to its agent.

Delivery is presumed completed when Carrier has delivered the required authorization to take delivery of the consignment at Consignee's or its agent's place or when the consignment was delivered to the Customs Department or any other government authority as required by law.

**VIII.2** Notification of consignment arrival is sent to Consignee by any means. Carrier is not responsible for non-receipt of such a notification or the belated receipt thereof.

**VIII.3** Except in specific cases, Consignee is required to accept delivery and take possession of consignment at the airport or place designated by Carrier.

**VIII.4** If Consignee refuses to take delivery, Carrier must notify Shipper of the refusal. Following the notification, Shipper will recover its right of disposition.

In the event that fulfilment of Shipper's instructions is impossible, Carrier must notify Shipper thereof immediately.

In the absence of instructions from Shipper within the deadline imposed by regulations in the country concerned or within a maximum of 30 days, Carrier will comply with the laws in force in the country of arrival.

Shipper is required to pay all costs and disbursement that may result directly or indirectly from failure by Consignee to take delivery of the consignment.

**VIII.5** Consignee becomes responsible for payment of all expenses and costs relating to transportation when accepting delivery of the goods. However, unless otherwise agreed to, Shipper will remain severally liable with Consignee.

Carrier may subject delivery of the consignment to payment of such costs and expenses first.

**VIII.6** Transportation by land, as included in the contract of carriage, will be subject to the same liability rules as those defined in Article X of these general terms.

## **IX. SUCCESSIVE CARRIAGE**

Transportation operated by several carriers in succession is deemed to be one operation.

## **X. CARRIER'S LIABILITY**

**X.1** Air Carrier will be liable solely for damage occurring during shipment by air between the point of origin and the point of arrival as indicated in the Air way bill.

**X.2** Carrier is not responsible if destruction, loss or damage results from:

- the nature or inherent defects in the goods;
- defective packaging of the goods;
- an act of war or armed conflict;
- an act from a public authority exercised in relation to the entry, exit or transit of good

**X.3** Carrier is not responsible in regard to the death of an animal resulting from natural causes. Carrier is not liable either if the death or injury is caused by another animal or is due to the animal's behavior itself.

Carrier is not responsible either for the injury to or death of an animal resulting from defective packaging or the animal's inability to withstand the conditions that are specific to air carriage.

**X.4** Carrier is not liable either for the loss or consequential damage attributable to a third party further to the shipment of goods by air, whether Carrier was aware or not of that loss or damage.

**X.5** In pursuance of the Montréal Convention, Carrier's liability is limited to the number of Special Drawing Rights (SDR) per kilogram of goods destroyed, lost, damaged or delayed, in force at the time the Air way bill was issued. These Special Drawing Rights will be converted into local currency at the rate in force.

Such a limit is applicable event for transportation not falling under the Montréal Convention.

**X.6** In the event of loss, damage or delay affecting part of the Shipment, the weight of the parcels in question only will be considered to determine the amount to which Carrier's liability will be limited to.

**X.7** In the event that the goods would destroy or damage the aircraft, other properties or passengers then on board the aircraft, Shipper and Consignee will be required to indemnify Carrier with respect to the losses sustained or expenses incurred.

Carrier reserves the right to destroy or abandon, at any time without notice, without its liability being involved in any way, the goods that could endanger the aircraft, the individuals or properties on board.

**X.8** Any exclusion or limitation of liability as applicable to Carrier also applies to its employees, agents and representatives as well as to any individual whose aircraft or equipment are used by Carrier, for the delivery of consignments as well as to employees, agents and representatives of that individual.

## **XI. CLAIM AND LEGAL ACTION**

**XI.1** Unreserved receipt of the consignment by Consignee or its duly authorized agent is proof of the delivery thereof in good condition and in compliance with the contract of carriage.

Otherwise, Consignee will have to provide proof that the consignment is not in order.

In the absence of claim within the time-limit provided for and except cases of fraud from Carrier, any action against Carrier is inadmissible.

**XI.2** Any claim to Carrier by Consignee must be in writing.

- in the event of damage or partial loss of goods, the claim must be made immediately after it is discovered and within 14 days at the most following the initial delivery date;
- in the event of delay, the claim must be made within 21 days of the date of availability of the goods to Consignee;
- in the event of non-delivery, the claim must be made within 120 days of the date of issue of the Air way bill. If no Air way bill was issued, 120 days of the date of receipt by Carrier of the goods to be carried.

**XI.3** On penalty of forfeiture, any liability action must be initiated within two years of the date of arrival of the aircraft at destination or from the date when the aircraft should have arrived. This action must be referred to the courts of justice of Papeete imperatively, as they have sole jurisdiction in this matter.

## **XII. PREDOMINANCE OF LAW**

**XII.1** In the event that a provision in these general terms is contrary to a legal provision, regulation, decree or government order, such a provision would give precedence to one of these texts.

**XII.2** Nullity of one these provisions shall not affect the other terms.

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