

## 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 or the Montreal Convention may be applicable and in most cases limit the liability of the Carrier in respect of loss of, damage or delay to cargo. Depending on the applicable regime, and unless a higher value is declared, liability of the Carrier may be limited to 26 Special Drawing Rights per kilogram under the Montreal Convention; 17 Special Drawing Rights per kilogram, under the Warsaw Convention as amended by Montreal Protocol No. 4; or 250 French gold francs per kilogram under the Warsaw Convention (unamended by Montreal Protocol No. 4), converted into national currency under applicable law unless a greater amount is specified in the Carrier's conditions of carriage.

### CONDITIONS OF CARRIAGE

**1.** In this contract and the notices appearing hereon: 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; that Convention as amended at The Hague on 28 September 1955; that Convention as amended at The Hague 1955 and by Montreal Protocol No. 1, 2, or 4 (1975) as the case may be. MONTREAL CONVENTION means the Convention for the Unification of Certain Rules for International Carriage by Air, signed at Montreal on 28 May 1999. SHIPPER includes the actual shipper, the consignee, owner or receiver of the shipment and anyone acting on behalf such person(s). TRANSPORTATION CHARGES includes all charges for the carriage of the cargo including but not limited to demurrage, detention, penalties, fines and related charges owed under this contract of carriage, any applicable laws, tariffs, government regulations, orders and requirements.

**2./2.1** 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 Conventions.

**2.2** To the extent not in conflict with the foregoing, carriage and other related services performed by each Carrier are subject to the provisions contained in this air waybill and the Carrier's related rules, regulations, and timetables (but not the times of departure and arrival stated therein) and any applicable tariffs. The Shipper is entitled, upon request, to receive a free copy of the Carrier's rules, regulations, and timetables as well as any applicable tariffs.

**2.3.** To the extent not in conflict with 2.1, including carriage between a point of departure and a point of destination in Canada without any stops outside Canada (Domestic Carriage):

**2.3.1** Carrier shall in no circumstances be liable for indirect or consequential losses or damages, including loss of profits;

**2.3.2** Carrier shall in no circumstances be liable for any loss, damage or delay to cargo of whatsoever nature, unless such damage is proved to have been caused by the negligence or willful fault of Carrier and there has been no contributory negligence of the Shipper;

**2.3.3** all the defenses, limitations, exclusions and liberties available to the Carrier as set out in the Montreal Convention are hereby incorporated in this air waybill and the Carrier's related rules, regulations and tariffs and shall apply;

**2.3.4** Notwithstanding any contrary provision of the Montreal Convention or this air waybill or the Carrier's related rules, regulations and tariffs, unless a higher value is declared by the Shipper in accordance with 6.2, Carrier's liability for any loss, damage or delay to cargo of whatsoever nature whatsoever arising, including in cases of negligence or gross negligence or recklessness of the Carrier, shall, in any event, be limited to 10 SDRs per kilogram;

**3.** 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.

**4.** For international 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 agreed pursuant to 6.2.

**5./5.1** Except when Carrier has extended credit to the consignee without the written consent of Shipper, all parties falling under the definition of Shipper shall be jointly and severally liable for the payment of Transportation Charges.

**5.2** When no part of the cargo is delivered, a claim with respect to such cargo will be considered even though Transportation Charges thereon are unpaid.

**6/6.1** 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 supplemental charge, if so required.

**6.2** In carriage to which neither the Warsaw Convention nor the Montreal Convention applies Carrier shall, in accordance with the procedures it sets forth, permit Shipper to increase the limitation of liability by declaring a higher value for carriage and paying a supplemental charge, if so required.

**7./7.1** 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** Notwithstanding any other provisions, for "foreign art transportation" as defined by the U.S. Transportation Code:

**7.2.1** in the case of loss of, damage or delay to cargo, 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 cargo; and

**7.2.2** in the case of loss of, damage or delay to a part of a cargo, the cargo 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.

**8./8.1** 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.

**8.2** Any exclusion or limitation of liability applicable to Carrier shall apply regardless of whether the alleged loss, damage or delay resulted from the negligence, gross negligence or willful act of Carrier, its servants or agents.

**9.** Carrier undertakes to complete the carriage with reasonable dispatch but does not guarantee departure or arrival times. 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.

**10.** 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** 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:

**10.1.1** in the case of damage to the cargo, immediately after discovery of the damage and at the latest within 14 days from the date of receipt of the cargo;

**10.1.2** in the case of delay, within 21 days from the date on which the cargo was placed at the disposal of the person entitled to delivery;

**10.1.3** in the case of non-delivery of the cargo, within 120 days from the date of issuance of the air waybill, or if an air waybill has not been issued, within 120 days from the date of receipt of the cargo for transportation by Carrier.

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

**10.4** Any and all rights of action against Carrier in connection with the cargo 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.

**11.** Shipper shall comply with all applicable laws and 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 and Shipper shall indemnify and hold the Carrier harmless for any loss or expense resulting from Shipper's failure to comply with this provision.

**12.** No agent, employee or representative of Carrier has authority to alter, modify or waive any provisions of this air waybill.

**13.** Carrier shall have a lien on the cargo and any documents relating thereto for all sums payable to Carrier under this contract or any other contracts whether or not related to this carriage. Carrier may exercise his lien at any time and any place in his sole discretion. This lien shall extend to cover the cost of recovering any sums due, and for that purpose, Carrier shall have the right to sell the goods by public auction or private treaty, without notice to the Shipper.

**14.** This air waybill shall be governed by and construed in accordance with the laws applicable in Ontario, including any federal laws applicable therein, and all disputes arising hereunder shall be determined by the competent courts of Ontario to the exclusion of the jurisdiction of the courts of another country. Alternatively and at Carrier's sole option, the Carrier may commence proceedings against Shipper at a competent court of a place of business of Shipper.