

**LOCAL CONDITIONS ex Malaysia effective 01 November 2017**

The present "Local Conditions" apply to all sales of air cargo transportation departing from Malaysia, including services incidental thereto, by or on behalf of Air France Cargo and/or KLM Cargo (collectively referred to as "Carriers"). These Local Conditions specify the booking conditions and operational specificities which apply to the above-mentioned sales. It is reminded that transportation is governed by the Carriers' General Conditions of Carriage which are available at any Carriers' local Customer Service office or at [www.afklcargo.com](http://www.afklcargo.com). Local Conditions may be modified at any time. We advise you to check regularly for updates in particular before any new booking. All bookings for air cargo transportation are subject to the Local Conditions effective at the time of booking and imply their full and entire acceptance by the shipper or its representing agent (hereinafter referred to as "Customer").

**1. RATES**

- "All in Rates": All-inclusive transportation rates based on the booking information, excluding ancillary services and any applicable taxes, levies, fees and other charges. Rates may be adjusted in the event of any change of the booking details.
- Applicable rates, taxes, duties, fees and other charges are available at the Carriers' local Customer Service office and may be modified at any time. We advise you to consult them regularly, in particular prior to making a booking.

**2. BOOKING CONDITIONS**

- All shipments must be booked in advance according to the conditions below unless otherwise agreed and confirmed in writing by the Carriers.
- Carriers may refuse to carry a shipment if no prior booking has been made or if information provided at booking is not in accordance with the shipment tendered to Carriers.
- All in Rates and capacity quotations are based on information provided at the time of booking and may be adjusted in case of any change made by the Customer. In such event, additional fees and specific conditions (which can be consulted with the Carriers) may apply.
- Customers must update bookings via Customer Service as soon as underlying shipment details are modified, in particular regarding the weight, volume or commodity type.
- Bookings should be made either online, by email, telephone or fax using the contact details shown below and indicate the air waybill number, the exact weight, volume and product type as well as, if applicable, any specific agreement reference:

<b>Customer Service and booking platform contacts</b>		
E-booking		<b>CPS (Air France Cargo/KLM Cargo) and Quote &amp; Book</b>
E-mail address	KUL PEN	<b>customerservice.kul@afklmpcargo.com customerservice.pen@afklmpcargo.com</b>
Fax number	KUL PEN	<b>+603 8787 4407 +604 6099 811</b>
Telephone number	KUL PEN	<b>+603 8787 4412 +604 6099 800</b>

- Ex Europe shipments are accepted on a prepaid basis only. For shipments ex other countries, contact Carriers' Customer Service for any useful information on possible collect shipments and applicable collect charges.
- Depending on the destination, type and size of the cargo, contractual conditions (e.g. Part Charter Agreement) and specific limitations may apply. Any related information can be obtained from Carriers' local Customer Service office.

**3. ACCEPTANCE POLICY**

Shipments must be tendered to the Carriers "READY FOR CARRIAGE", in accordance with IATA resolutions and by the latest acceptance time (referred to as "LAT") shown below. Specific guidelines may apply per product which may be consulted at Carriers' local Customer Service offices.

<b>PRODUCT</b>	<b>PAX FLIGHT</b>	<b>CARGO FLIGHT</b>
EQUATION EQUATION HEAVY / MAIL	90 minutes before STD* 03 hours before STD	Not applicable
Other Products	04 hours before STD	Not applicable

\* Scheduled Time of Departure

#### 4. NO SHOW, CANCELLATION AND BOOKING DISCREPANCY FEES

To improve and maximize operational performance, Customers are required to tender shipments in accordance with the booking and to keep the Carrier informed at all times of the latest relevant booking information. The following fees will apply in case of major changes to the latest available booking:

<b>No show fee*</b> <i>(For shipments that are not delivered before the LAT)</i>	
	35% of the total All-in Rate according to booking
* For deliveries after the LAT, Carriers will do their utmost to restore original forwarding plan. Additional costs incurred will be invoiced to the Customer at cost. Any missed connections due to the late tendering of a shipment will be subject to this no show fee.	

<b>Cancellation fees*</b> <i>(For cancellations within 24 hours of the LAT)</i>	
Bookings above 2 tons or 10 m3 and under 10 tons or 60 m3	15% of the total All-in Rate according to booking
Bookings of 10 tons or 60 m3 or more	25% of the total All-in Rate according to booking
*Booking updates within 24 hours before LAT, for shipments above 2 tons or 10 m3 and involving more than 25% decrease in chargeable weight will be subject to cancellation fees mentioned above for shipments above 2 tons or 10m3.	

<b>Booking discrepancy fees*</b> <i>(If significant discrepancy between chargeable weight at booking versus chargeable weight at acceptance)</i>	
<b>Low</b> show for bookings above 2 tons or 17 m3	If more than 30 % reduction in chargeable weight as booked: 50% of the difference between the total All-in Rate quoted at the time of booking and the total All-in Rate calculated at acceptance of the shipment. Shipment may be carried on another flight for flight optimization reasons at discretion of Carriers.
<b>Low</b> show for bookings above 10 tons or 60 m3 or more	If more than 20 % reduction in chargeable weight as booked: 50% of the difference between the total All-in Rate at the time of booking and the total All-in Rate calculated at acceptance of the shipment. Shipment may be carried on another flight for flight optimization reasons at discretion of Carriers.
<b>High</b> show for bookings above 17 m3	If volume at acceptance is higher than booked, the All-in Rate of the shipment may be adjusted. Shipment may be carried on another flight due to capacity limitations. No ad-hoc fees will apply.

In case of disputes concerning the above-mentioned fees recorded by Carriers, the burden of proof in supporting a potential error of calculation lies with the Customer.

## 5. OTHER CHARGES

MALAYSIA Other Charges as of 01 Nov 2017

OC Code	Carrier	OC description	Weightbreak	MYR	Cost paid per	MIN	Via	Remarks/exceptions
CB	AF, KL	Completion/preparation of documents		695.00	Per MAWB			For shipment missing CUIT and HCC code on MAWB to ARGENTINA
CC	AF, KL	Manual data entry		61.00	Per HAWB			Manual data entry for customs (for Consolidation shipments)
CG	AF, KL	Electronic transmission of data to customs		9.30	Per HAWB			Electronic transmission of data for customs (for Consolidation shipments)
CH	AF, KL	Manual AWB fee		15.00	Per MAWB			Manual AWB fee (not applicable for Neutral AWB)
DH	AF, KL	AWB charges correction		250.00	Per MAWB			AWB amendment (Charges Corrections Advice Fee)
DJ	AF, KL	Proof of delivery		135.00	Per MAWB			Proof of delivery
DV	AF	EU vete/phyto purpose (Fresh Product)		159.00	Per Health / Phyto Cert			EU dest, or transit >12hrs non-EU dest - products of plant &/or animal origin for destination EU (PEF, PEP, EAT, PES, PEM, PEB, PEA) (not applicable to destination CDG) Incl live Aquatic Plants
	KL	EU vete/phyto purpose (Fresh Product)		422.00	Per Health / Phyto Cert			EU dest, or transit >48hrs non-EU dest - products of plant &/or animal origin for destination EU (PEF, PEP, EAT, PES, PEM, PEB, PEA) (not applicable to destination AMS) Incl live Aquatic Plants
	AF	EU veterenary Inspection (Live Product)		373.00	Per Health Cert			EU animal inspection (AVI) to EU destination (not applicable to destination CDG)
	KL	EU veterenary Inspection (Live Product excluding Pets)		373.00	Per Health Cert			EU animal inspection (AVI) to EU destination
LG	KL	EU veterenary Inspection (Live Pets up to 5 pets/MAWB)		373.00	Per Health Cert			Inspection charges for Live Pets to AMS and in transit via AMS for a shipment up to 5 pets/MAWB for non-commercial shipments private persons
LE	AF, KL	Live Product		298.00	Per MAWB			Live to all destinations
GT	AF, KL	Government tax		1.00	Actual weight			Government tax to Chad (NDJ)
	AF, KL	Government tax		0.10	Actual weight			Government tax Nigeria (PHC, ABV and LOS)
	AF, KL	Government tax		0.50	Actual weight			Government tax to Venezuela (CCS)
	AF, KL	Government tax		0.08	Actual weight			Government tax to Ghana (ACC)
MP	AF, KL	Miscellaneous-due issuing carrier		0.25	Chargeable wt			Handling and security charges to CCS
MV	AF, KL	Miscellaneous-due issuing carrier		1065.00	Per MAWB			RKN - express order fee
	AF, KL	Miscellaneous-due issuing carrier		290.00	Per MAWB			RKN - change order fee
	AF, KL	Miscellaneous-due issuing carrier		1936.00	Per container			RKN - cancellation fee atleast 3 days before start of lease (if cancellation after start of lease, complete airfreight+lease to be paid)
	AF, KL	Miscellaneous-due issuing carrier		0.00	Per container			RKN - extra lease day to check with local CSO office (based on container type)
	AF, KL	Miscellaneous-due issuing carrier		13.00	Actual weight of dry-ice			Dry Ice replenishment fee
	AF, KL	Miscellaneous-due issuing carrier		245.00	Per set of batteries			Change of batteries for T2
RA	AF, KL	Dangerous goods - DGR Light Fee		30.00	Per MAWB			LIGHT DG CHECK, Special Handling Codes : ICE, REQ, RDS, ELI, ELM, MAG, RRE.
	AF, KL	Dangerous goods - DGR Normal fee		200.00	Per MAWB			DG CHECK, when accompanied with a DGD
SA	AF, KL	Transborder Fee		5.00	Chargeable wt	122.00	LBV	Transborder fee for destination POG (General Goods)
	AF, KL	Transborder Fee		9.50	Chargeable wt	122.00	LBV	Transborder fee for destination POG (DGR)
	AF, KL	Transborder Fee		7.00	Chargeable wt	122.00	LBV	Transborder fee for destination POG (Perishable Goods)
	AF, KL	Transborder Fee		5.50	Chargeable wt	122.00	LBV	Transborder fee for destination POG (Equation)
	AF, KL	Transborder Fee	3000+	4.00	Chargeable wt		LBV	Transborder fee for destination POG (shipment above 3000kg)
VA	AF	Valuable Cargo Handling to any destination	0 +	1118.00	Per MAWB			Safe 1 (VAL) awb's below 100kg
	AF	Valuable Cargo Handling to any destination	100+	1366.00	Per MAWB			Safe 1 (VAL) awb's 100kg to 199kg
	AF	Valuable Cargo Handling to any destination	200+	1614.00	Per MAWB			Safe 1 (VAL) awb's 200kg to 499kg
	AF	Valuable Cargo Handling to any destination	500+	4718.00	Per MAWB			Safe 1 (VAL) awb's 500kg and above
	KL	Valuable Cargo Handling to any destination	0 +	120.00	Per MAWB			Safe 1 (VAL) awb's below 100kg
	KL	Valuable Cargo Handling (see destination region)	100+	350.00	Per MAWB			Safe 1 (VAL) awb's above 100kg except into AFRICAN , French Caribbean and Indian Ocean destinations
	KL	Valuable Cargo Handling (see destination region)	100+	1150.00	Per MAWB			Safe 1 (VAL) awb's above 100kg into AFRICAN , French Caribbean and Indian Ocean destinations.
WA	KL	VAL witness load charge (AMS only)		840.00	Per MAWB			Customer accompany ART shipment to witness loading in AMS warehouse

Note : > Arms, Ammunition, Explosives to be booked under Safe1 product ..... Safe 1 Other Charge applicable

> FRENCH CARIBBEAN

CUBA  
DOMINICAN REPUBLIC  
FRENCH GUIANA  
GUADELOUPE  
HAITI  
MARTINIQUE

> INDIAN OCEAN

MADAGASCAR  
MAURITIUS  
REUNION

## **6. INVOICING AND PAYMENT**

Invoices are issued on the basis of the booking information, the air waybill, its electronic equivalent and adjustments made at acceptance in the event of discrepancies between the shipment details at booking and those at acceptance.

Carriers' invoices will be handled via CASS or other available industry payment facilities agreed with the Customer. In case CASS is not available, the Customer can open an account locally by entering into a specific contractual agreement with the Carriers.

If the Customer wishes to dispute any invoiced amount, it shall notify the Carriers immediately and in any event within six (6) months of the invoice date. If Customer does not notify Carriers of a dispute within such time period, the invoice shall be deemed accepted.

## **7. OTHER LOCAL SPECIFICITIES**

None

*Air France Cargo and KLM are the cargo divisions of respectively Société Air France and KLM Royal Dutch Airlines. Société Air France, joint stock company organized and existing under the laws of France, registered with "Registre du Commerce et des Sociétés" of Bobigny under n° 420 495 178, whose head office is at 45 rue de Paris 95747 Roissy CDG Cedex, France. KLM Royal Dutch Airlines, a limited liability company organised and existing under the laws of The Netherlands, having its head office at Amsterdamseweg 55, 1182GP Amstelveen, The Netherlands.*