

**LOCAL CONDITIONS ex PORTUGAL FROM 01/08/2018**

The present "Local Conditions" apply to all sales of air cargo transportation departing from Spain, 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>OPORTO OFFICE</b>		<b>Customer Service and booking platform contacts</b>
E-booking		<a href="#">Quote &amp; Book - myCargo</a>
E-mail address		<a href="mailto:customerservice.opo@afklmpcargo.com">customerservice.opo@afklmpcargo.com</a>
Telephone number		<b>+35 22 96 13 040</b>

<b>LISBON OFFICE</b>		<b>Customer Service and booking platform contacts</b>
E-booking		<a href="#">Quote &amp; Book - myCargo</a>
E-mail address		<a href="mailto:customerservice.lis@afklmpcargo.com">customerservice.lis@afklmpcargo.com</a>
Telephone number		<b>+35 21 84 35 946</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**

- Customer is responsible for tendering shipments to Carriers "READY FOR CARRIAGE", in accordance with IATA resolutions and all applicable laws, regulations, procedures and policies of all applicable jurisdictions for shipments' itinerary (including but not limited to France, The Netherlands, European Union and United States of America).
- Shipments tendered to Carriers shall comply with all EU and U.S. export controls and sanctions laws regarding the country of origin and destination and sanctioned individuals and entities in such countries, and Customer will not cause Carriers to violate any such laws or engage in any transaction that could result in the imposition of sanctions on Carriers.
- Customer is responsible for determining export, transit and import licensing or permitting requirements for its shipments and for obtaining any required licenses and permits (including any required authorization for shipping U.S.-origin controlled cargo, dual-use items, military goods and/or technology).

- By tendering a shipment, Customer certifies that the documentation includes all required licenses and permits, that the statements in that documentation and any other information that the Customer provides relating to exportation and importation are complete, true, correct, and in compliance with the laws of the origin, transit and destination countries.
- Customer understands that civil and criminal sanctions including seizure and forfeiture may be imposed for failing to provide Carriers with all required documentation, licenses and permits, and for making inaccurate, false, or fraudulent statements, or for violating U.S., EU or other country laws regulating exports or imports.
- Customer further acknowledges and agrees that neither the Customer nor any consignee of the cargo is an EU Listed Person or a U.S. Specially Designated National or appears on another applicable sanctions list depending on the origin or destination of the cargo and that the consignee is authorized to receive the shipment.
- Specific guidelines may apply per product, which may be consulted at Carriers' local Customer Service offices. Shipments must be tendered by the latest acceptance time (referred to as "LAT") shown below.

PRODUCT	PAX FLIGHT	CARGO FLIGHT or TRUCK
EQUATION / MAIL	2 hours before STD*	NA
EQUATION HEAVY	3 hours before STD*	4 hours before STD*
VARIATION (For DGR & ICE, please contact the local Customer Service Office)	3 hours before STD*	4 hours before STD*
DIMENSION / General Cargo / Other Cargo	NA	4 hours before STD*

\* 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 or 0,25 euro per kilo of the shipment weight whichever is higher
<i>* 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.</i>	

<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 or 0,15 euro per kilo of the shipment weight whichever is higher
Bookings of 10 tons or 60 m3 or more	25% of the total All-in Rate according to booking or 0,20 euro per kilo of the shipment weight whichever is higher
<i>*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.</i>	

<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 or 0.25 Euro per kilo of the shipment, whichever is higher. 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 or 0.25 Euro per kilo, whichever is higher. 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.
Shipment booked as pre-build unit but delivered before LAT as loose cargo	0.10 Euro per kilo. Shipment may be carried on another flight due to handling limitations.

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**

The commodity type, handling and delivery of goods may give rise to other charges which can be obtained from Carriers' local Customer Service.

AWB origin is leading for which other charges are applied. Please check also the Dutch- and French other charges on our website for a complete overview.

For the complete list of Other Charges applicable from Spain, please refer to the annex 1 at the end of this document

## **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.

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## **7. OTHER LOCAL SPECIFICITIES**

The rates are based on the density (weight/volume proportion) of IATA rule (1 cubic meter = 166.166kgs or 1:6). We can only accept one product per AWB; the combination of multiple products on one AWB is not allowed. AWBs issued on "As agreed" basis are not allowed.

Invoices are based on the AWB execution date. Minimum charges must always be respected.

Tariffs shown on the Air Waybills should be equal or superior to the tariff agreed between customer and the airline. The three letter airport of the destination must be mentioned on the AWB (i.e. GRU or VCP instead of SAO).

- A. *Dangerous Goods – the acceptance of dangerous goods is governed by the relevant IATA regulations. At the time of the booking the presence of dangerous goods in the shipment must be mentioned.*

*DGR Restrictions to USA: DGR classes that cannot be trucked in USA to most destinations –*

- *CLASS 1 Explosive divisions 1.1, 1.2, 1.3 and 1.5;*
- *CLASS 6 Toxic Substances division 6.1 Packing Group I;*
- *CLASS 7 Radioactive Material*

- B. *Final destinations in Brazil – for shipments with final destination in Brazil, the value of the cargo must be mentioned during your reservation as it could happen that we need to settle the insurance for the trucking company or escort to the final destination.*

- C. *As per 1<sup>st</sup> of April 2017:*

**ULD PIVOT WEIGHTS**

*Lower Deck Container: 717 kgs*

*Lower Deck Pallet: 1,667 kgs*

*Main Deck Pallet: 3,000 kgs*

*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.*

*All rates provided by Carriers to Customer including market rates, price quotes and negotiated rates (together "AFKL Rates") are confidential and the property of AFKL. AFKL Rates shall not be disclosed to any third party without AFKL's prior written consent. Carriers may make available AFKL Rates via third party price comparison tools.*

## Annex 1: Other Charges / Surcharges

Origin	Destination	Surcharge code	Applicable to Airline	Surcharge Description	Effective date	Expiration date	Product Code	Product name	SHC	Charge Basis	Minimum Charge €/Shipment	Min Applicable for Actual or Ch. Weight	above Min rate €/Kg	+100k €/Kg	+200k €/Kg	+500k €/Kg	+3000k €/kg	Notes / Remarks
PT	AR	CB	AF/KLM/MP	Document handling into Argentina	1-Jan-2018	31-Dec-2018		Applicable to all products		Per Shipment	150.00							
PT	See below note*	CC	AF/KLM/MP	Electronic messaging (when FHL is not or incorrectly received in advance) *	1-Jan-2018	31-Dec-2018		Applicable to all products		Per Document	17.00							
PT		CF	AF/KLM/MP	Additional inspection requested by customer	1-Jan-2018	31-Dec-2018		Applicable to all products		Per Shipment	51.50							
PT	See below note*	CG	AF/KLM/MP	Electronic messaging (FHL)*	1-Jan-2018	31-Dec-2018		Applicable to all products		Per Document	3.00							
PT		CH	AF/KL/MP	Handling charge for direct delivery in Air France, KLM and MP Hubs.	1-Sep-2018	31-Dec-2018		Applicable to all products		Per Shipment	25.00							
PT		CH	AF	Handling charge for direct delivery in Air France Hubs. CDG and ORY.	1-Jan-2018	31-Aug-2018		Applicable to all products		Per Shipment	25.00							
PT		CH	KLM/MP	Handling charge for direct delivery in KLM and MP Hubs. Schiphol airport.	1-Jan-2018	31-Aug-2018		Applicable to all products		Per Shipment	3.10							
PT		DH	AF/KLM/MP	Charges for any amendment required on the AWB and consequent CCA issuing	1-Sep-2018	31-Dec-2018		Applicable to all products		Per Shipment	55.00							
PT		DH	AF/KLM/MP	Charges for any amendment required on the AWB and consequent CCA issuing	1-Jan-2018	31-Aug-2018		Applicable to all products		Per Shipment	51.50							
PT		DJ	AF/KLM/MP	Certificates requested by the customer: POD, Black List certificate	1-Sep-2018	31-Dec-2018		Applicable to all products		Per Shipment	55.00							
PT		DJ	AF/KLM/MP	Certificates requested by the customer: POD, Black List certificate	1-Jan-2018	31-Aug-2018		Applicable to all products		Per Shipment	50.00							
PT	TD	GT	AF/KLM/MP	Government Tax Chad	1-Jan-2018	31-Dec-2018		Applicable to all products		Actual Weight			0.15					
PT	NG	GT	AF/KLM/MP	Government Tax Nigeria	1-Jan-2018	31-Dec-2018		Applicable to all products		Actual Weight			0.02					
PT	GH	GT	AF/KLM/MP	Government Tax Ghana	1-Jan-2018	31-Dec-2018		Applicable to all products		Actual Weight			0.02					
PT	CCS	GT	AF/KLM/MP	Government Tax Venezuela	1-Jan-2018	31-Dec-2018		Applicable to all products		Actual Weight			0.08					

\* CC/CG for FHL charges are applicable to certain destinations. Please click below link as the list is continuously being updated:  
[https://www.afklcargo.com/WW/common/common/pdf/CC\\_CG\\_charge\\_destination\\_list.pdf](https://www.afklcargo.com/WW/common/common/pdf/CC_CG_charge_destination_list.pdf)

Origin	Destination	Surcharge code	Applicable to Airline	Surcharge Description	Effective date	Expiration date	Product Code	Product name	SHC	Charge Basis	Minimum Charge €/Shipment	Min Applicable for Actual or Ch. Weight	above Min rate €/Kg	+100k €/Kg	+200k €/Kg	+500k €/Kg	+3000k €/kg	Notes / Remarks
PT		LA	AF/KLM/MP	Local Live Animal acceptance per shipment. Applicable to all Life Animals products	1-Sep-2018	31-Dec-2018		Applicable to all LIVE products: Live horses, chix, hatching eggs, pets, fish and specials.		Per Shipment	38.00							
PT		LA	AF/KLM/MP	Local Live Animal acceptance per shipment. Applicable to all Life Animals products	1-Jan-2018	31-Aug-2018		Applicable to all LIVE products: Live horses, chix, hatching eggs, pets, fish and specials.		Per Shipment	50.00							
PT		LE	KLM/MP	This charge includes all LIVE Animal operational related costs at hub Amsterdam/SPL. Applicable to all Live Animals products.	1-Jan-2018	31-Dec-2018		Applicable to all LIVE products: Live horses, chix, hatching eggs, pets, fish and specials.		Per Shipment	25.00							
PT	CCS	MP	AF/KLM/MP	Handling and Security charge for shipments to destination CCS.	1-Jan-2018	31-Dec-2018		Applicable to all products		Ch. Weight			0.05					
PT		MC	AF/KLM/MP	Dry ice replenishment on request of forwarder	1-Jan-2018	31-Dec-2018		Applicable to all products containing Dry Ice other than pharma control		Per Shipment	100.00							
PT		RA	AF/KLM/MP	Light DG check (for SHC's: ICE, REQ, RDS, ELI, ELM, MAG, RRE)	1-Sep-2018	31-Dec-2018		Applicable to all DGR products	DGR_LIGHT	Per Shipment	58.00							
PT		RA	AF/KLM/MP	Light DG check (for SHC's: ICE, REQ, RDS, ELI, ELM, MAG, RRE)	1-Jan-2018	31-Aug-2018		Applicable to all DGR products	DGR_LIGHT	Per Shipment	55.00							
PT		RA	AF/KLM/MP	DG check (for SCH's: REX, RCX, RGX, RXB, RXC, RXD, RXE, RXG, RXS, RNG, RCL, RFG, RFL, RFS, RSC, RFW, ROX, ROP, RPB, RIS, RCM, RMD, RLM, RLI, RSB, RRY, RRW, RPG, DGD, CAO)	1-Sep-2018	31-Dec-2018		Applicable to all DGR products	DGR_NORMAL	Per Shipment	58.00							
PT		RA	AF/KLM/MP	DG check (for SCH's: REX, RCX, RGX, RXB, RXC, RXD, RXE, RXG, RXS, RNG, RCL, RFG, RFL, RFS, RSC, RFW, ROX, ROP, RPB, RIS, RCM, RMD, RLM, RLI, RSB, RRY, RRW, RPG, DGD, CAO)	1-Jan-2018	31-Aug-2018		Applicable to all DGR products	DGR_NORMAL	Per Shipment	55.00							

Origin	Destination	Surcharge code	Applicable to Airline	Surcharge Description	Effective date	Expiration date	Product Code	Product name	SHC	Charge Basis	Minimum Charge €/Shipment	Min Applicable for Actual or Ch. Weight	above Min rate €/Kg	+100k €/Kg	+200k €/Kg	+500k €/Kg	+3000k €/kg	Notes / Remarks
PT	POG	SA	AF/KLM/MP	Boating service Lbv to POG	1-May-2018	31-Dec-2018		Applicable to all products		Ch. Weight		0.75						
PT		SC	AF	Security screening done at CDG Hub.	1-Sep-2018	31-Dec-2018		Applicable to all products		Actual Weight		33.50	0.085					Maximum of 600€ per shipment
PT		SC	KLM/MP	Security screening done at SPL Hub.	1-Sep-2018	31-Dec-2018		Applicable to all products		Actual Weight		33.50	0.085					
PT		VA	KLM/MP	Handling of VAL products at Amsterdam/SPL HUB.	1-Jan-2018	31-Dec-2018		Applicable to all VAL products	VAL	Ch. Weight			25.00	75.00				
PT		VA	AF	Handling of VAL products at Paris/CDG HUB.	1-Jan-2018	31-Dec-2018		Applicable to all VAL products	VAL	Ch. Weight			225.00	275.00	325.00	950.00		
PT	African, Caribbean and Indian Ocean	VA	KLM/MP	Handling of VAL products at Amsterdam/SPL HUB to African, Caribbean and Indian Ocean destinations	1-Jan-2018	31-Dec-2018		Applicable to all VAL products	VAL	Ch. Weight			25.00	250.00				
PT		WA	KLM/MP	ART Witness load fee.	1-Jan-2018	31-Dec-2018	S34	VAR ART		Per Shipment	172.00							
PT		AT	KLM/MP	On customer request for groom	1-Jan-2018	31-Dec-2018	S70	LIVE Horses		Per groom	900.00							