

## **LOCAL CONDITIONS ex THE NETHERLANDS FROM 01 JANUARY 2019**

The present “Local Conditions” apply to all sales of air cargo transportation departing from the Netherlands, 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”: Air cargo transportation rates based on the booking information, excluding any applicable taxes, levies, fees and Other Charges (e.g. related to screening, customs, DGR handling, etc.).
- 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 the 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 the 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 using the contact details and indicate the air waybill number, the exact weight, volume and product type as well as, if applicable, any specific agreement reference. The contact details can be found via the following link: <https://afklcargo.com/NL/en/local/contact/contact.jsp>
- Shipments are accepted on a prepaid basis only. Acceptance of shipments on a collect basis, subject to certain conditions and charges, is restricted to CDG and AMS. Contact our local service office for the applicable collect requirements.
- 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.
- For all booking on Martinair Cargo (MP), see also article 8.

### **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).
- The accuracy of the air waybill information is of utmost importance. Carriers may re-weigh and re-measure the shipment tendered. Based on the dimensions and weight thereby determined, Carriers are entitled to recalculate the All-in Rate and Other Charges and to add any applicable fee as appropriate. If the air waybill delivered with the shipment tendered does not contain all required information or contains an error or discrepancy, Carriers may complete, correct or re-issue the air waybill to the best of Carriers' ability without obligation to do so.
- Shipments tendered to Carriers shall comply with all applicable 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.

<b>Product</b>		
<b>AMS</b>	<b>KLM Cargo</b>	<b>Martinair Cargo (Menzies)</b>
EQUATION	LAT* = 90 minutes before STD**	Not applicable
EQUATION HEAVY	LAT = 3 hours before STD	LAT = 8 hours before STD
BUP***	LAT = 5 hours before STD	LAT = 6 hours before STD
Loose	LAT = 5 hours before STD	LAT = 10 hours before STD

\* LAT: Latest Acceptance Time

\*\* STD: Scheduled Time of Departure

\*\*\* BUP: Build Up Pallet (unit)

For Air France shipments direct delivery in CDG mandatory for :

- Arms & ammunition
- Explosives
- Live animals
- Radioactive material
- Big shipments which are subject to special licensed road-transport

An OK to forward reply by e-mail from destination is required before shipments may be delivered to CDG.

### 3.1. Dangerous goods acceptance and handling at KLM Cargo in Amsterdam.

For all DG shipments, an acceptance check has to take place, before the standard time of 5 hours before departure. Note that, due to environmental permits, DG shipments, both import and export, may not be stored in the KLM Cargo warehouses more than 72 hours. The acceptance check can only be executed within the opening hours of the DG Competence Center (DGCC). Operations as shown below:

Opening hours DGCC	
Mon-Thu	07h00-23h00
Fri	07h00-02h00
Sat-Sun	07h00-15h00

For dangerous goods acceptance and handling at Martinair, please see 8. Martinair Cargo Product.

### 3.2. Delivery addresses

- **Air France Cargo at CDG airport**  
Reception export, Zone de Fret 1, Rue du Tarteret, F-95704 Roissy  
Open D1-D5: 06.00-23.59, D6: 00.01-20.00, D7: 06.00-14.00
- **Equation Air France Cargo at CDG airport:**  
Sodexi, Zone de Fret 4, Rue des Voyelles, F-95703 Roissy.  
Open D1-D5: 05.00-23.00, D6: 05.00-20.00, D7: 05.00-14.00
- **Air France Cargo ORY airport**  
Zone de Fret – Batiment 292, F-94390 Olry  
Open D1-D5: 05.00-22.00, D6: 05.00-14.00
- **Valuable Brinks at CDG airport :**  
Zone de Fret 4, Rue des Voyelles, F-95704 Roissy  
Open D1-D5: 0500-2200, D6 : 0500-13.00
- **KLM Cargo at AMS airport:**  
Handelskade 1, 1117 EE Schiphol  
Open 24/7 365 days
- **MP Cargo at AMS Airport:**  
Menzies Aviation  
Anchoragelaan 50, 1118 LE Schiphol  
Open 24/7 365 days

#### **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 fee*</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 fee*</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. IMPORT & EXPORT CHARGES**

The commodity type, handling, delivery of goods and/or any additional services may give rise to "Other Charges" added on top of the All-in Rate. Other Charges are subject to change and may vary depending on the origin/destination and the local operational situation. For a full overview of the Other Charges or for any additional information, please contact your carriers' local customer service office.

- 1- The list of Export (Other) Charges which may apply to your shipment can be consulted, upon registration, in your myCargo account, at <https://www.afkicargo.com/WW/en/local/app/index.jsp#/myCargo/othercharges>.
- 2- The following Import Charges may apply to your shipment handled by KLM Cargo. All charges are in euro. Taxes are not included.

<b>Import Charges KLM Cargo - description</b>	<b>Unit</b>	<b>Rate</b>
<b>1. Slot time handling (delivery on agreed times, loading on the tailboard of the truck)</b> On a ULD for a kg tariff Loose	Per kg Per kg Minimum	€ 0.05 € 0.09 € 20.00
<b>2. Extra administration costs</b> When notice of non-delivery is issued 14 days after arrival of the shipment.	Per shipment	€ 63.00
<b>3. Destruction costs</b> Incl. cost for customs, excl. destruction by AAS (destruction company), also for packing material and waste.  Additional services and /or transport to other locations.	Per shipment  On request	€ 135.00
<b>4. Transport of packing material</b> via AAS - destruction company	Per m3	€ 130.00
<b>5. Storage Charges</b>  <b>5.1 Storage charges for all products (unless otherwise specified)</b> Free storage period is 24 hours, calculated from the moment that the shipment has been checked. (*) After the free storage period the following storage charges are applicable: During first 5 days After 5 days  (*) Storage charges are also applicable to parts of shipments (part-shipments) which exceed the free storage period of 24 hours.	Per 100 kg / 24 h Per 100 kg / 24 h Minimum	€ 6.50 € 11.50 € 35.00
<b>5.2 Storage charges Fresh and Pharma (Cool)</b> Free storage period is 8 hours, calculated from the moment that the shipment has been checked (*) After the free storage period the following storage charges are applicable:  (*) Storage charges are also applicable to parts of shipments (part-shipments) which exceed the free storage period of 24 hours.	Per 100 kg / 24 h Minimum	€ 14.00 € 78.50
<b>5.3 Storage charges Safe 1 &amp; Art Security</b> Free storage period is 24 hours, calculated from the moment that the shipment has been checked (*) After the free storage period the following storage charges are applicable:  Long term storage charges	Per 100 kg / 24 h Minimum On request	€ 20.00 € 130.00

<p>(*) storage charges are also applicable to parts of shipments (part-shipments) which exceed the free storage period of 24 hours.</p> <p>Additional security for Variation Art (S 34) requested by agent ('witness fee')</p> <p><b>5.4 Storage charges Safe 2</b>          Free storage period is 24 hours, calculated from the moment that the shipment has been checked (*)          After the free storage period the following storage charges are applicable:</p> <p>(*) Storage charges are also applicable to parts of shipments (part-shipments) which exceed the free storage period of 24 hours.</p>	<p>Per shipment</p> <p>Per 100 kg / per 24 h          Minimum</p>	<p>€ 172.00</p> <p>€ 18.00          € 75.00</p>
<p><b>6. Live charges</b></p> <p><b>6.1 Handling Charges Animal Hotel for all live animals excluding horses</b></p> <p><b>6.2 Handling Charges Animal Hotel for horses only</b></p> <p><b>6.3 Quarantine Costs (excl. veterinary surgeon costs)</b>          Horses (per horse, per 24 hours or part thereof)          Small pets (per shipment, per 24 hours or part thereof)          Other animals (per pallet, per 24 hours or part thereof)</p> <p>Quarantine costs caused by the use of external shelters will be charged based on the invoice of this specific shelter.</p> <p>Note: In case of use of a quarantine unit for shipments of other carriers which are not pre announced, all extra cost and missed revenue will be charged to the Handling Company of the "Other Carrier" involved.</p> <p><b>6.4 Storage Charges Live Animals</b>          Pets (e.g. dogs, cats)          Small animals (e.g. birds, pigeons)          Large animals (e.g. horses)</p> <p>Note 1: These charges are also applicable in case a same day connection can be made and an overnight for the animal is requested</p> <p>Note 2: It is mandatory to deliver all shipments 5 hours before departure "ready for carriage" at the Animal Hotel. For shipments with a time of departure earlier than 11:00 AM there is a possibility to deliver the shipments the evening before, after 17:00 (Ready for carriage) at the Animal hotel without additional storage charges. This is not applicable for horses, ponies, pigs, goats, cattle and police dogs.</p> <p><b>6.5 Cool storage for live animal shipments (worms)</b></p> <p><b>6.6 Other Service Charges (e.g. veterinary surgeon)</b></p> <p><b>6.7 Other Services</b>          Destruction of box          Truck cleaning and disinfection          Sealing / unsealing actions for bonded truck and/or kennels by the state vet</p>	<p>Per kg          Minimum</p> <p>Per kg          Minimum</p> <p>Per 24 h          Per 24 h          Per 24 h</p> <p>Per 24 h per kennel          Per 24 h per crate          Per 24 h per animal</p> <p>Per skid</p> <p>On request</p> <p>Per box          Per truck          Per item</p>	<p>€ 0.12          € 27.00</p> <p>€ 0.13          € 54.00</p> <p>€ 423.00          € 212.00          € 212.00</p> <p>€ 90.00          € 48.60          € 90.00</p> <p>€ 16.20</p> <p>€ 365.00          € 322.00          € 162.00</p>

## 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.

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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. Invoice queries are to be addressed to [Finance.NL@KLMcargo.com](mailto:Finance.NL@KLMcargo.com).

## **7. OTHER LOCAL SPECIALTIES**

### **ULD PIVOT WEIGHTS**

Lower Deck Pallet: 1,667kg

Lower Deck Container: 717kg

Main Deck Pallet: 3,000kg

## **8. MARTINAIR CARGO PRODUCT**

### **Special Cargo**

#### **Dangerous goods**

For all DG shipments, an acceptance check has to take place, before the standard time of 10 hours before departure. Note that, due to environmental permits, DG shipments, both import and export, may not be stored in the Menzies warehouse more than 72 hours. The acceptance check can only be executed within the opening hours of the DG Competence Center (DGCC). Operations as shown below:

The carriage of the following items is subject to prior approval by the KLM/Martinair Approval Desk at Schiphol Airport via [approval@klmcargo.com](mailto:approval@klmcargo.com):

- All Class 1 (explosive) items; max. 72hrs. storage time at AMS.
- Shipments under Government Exemption

Unless approved by Martinair Special Cargo and Compliance via [scc@martinair.com](mailto:scc@martinair.com), the following items shall not be carried on Martinair operated airplanes and/or airplanes operated on behalf of Martinair:

- Salvage packaging
- Radioactive material with the exception of UN 2908, UN2909, UN 2910, UN 2911 and UN 3507
- Toxic gases of Division 2.3

Additional requirements for Dangerous Goods shipments

- Ensure Martinair's operator variations as filed in the current edition of IATA DGR are complied with.
- Substances with a Class 8 Corrosive primary or subsidiary risk shall be loaded on the main deck only.
- UN3090 lithium metal batteries (packing instruction 968) and UN3480 lithium ion batteries (packing instruction 965), packed in accordance with section IA, IB or section II are acceptable for carriage only in a ULD on the aft lower deck (max 160cm height).

#### **Dry Ice**

A maximum of 4000kgs is accepted per flight, on the main deck or distributed over main and lower decks, with a maximum of 1500 kg on the lower deck, irrespective of the loading position. Dry ice shall not be loaded in bulk compartment.

### **Live animals**

- Poisonous animals, including poisonous reptiles, are not accepted for carriage.
- All shipments that contain rodents require prior approval from Special Cargo & Compliance (SCC) via [scc@martinair.com](mailto:scc@martinair.com). When an approval is granted, an authorization number shall be inserted in the cargo booking system.
- A shipment without approval shall under no circumstance be loaded on board of a Martinair operated flight.

### **Military / Strategic goods**

All shipments that contain strategic goods, military goods, weapons and/or ammunition require prior approval from Special Cargo & Compliance (SCC) via [CustomerService.SPL@AFKLCargo.com](mailto:CustomerService.SPL@AFKLCargo.com). When an approval is granted, an authorization number shall be inserted in the cargo booking system.

Shipments that can be seen as military / strategic goods are:

- Weapons of war and ammunition of war; or parts thereof.
- Private weapons and ammunition; or parts thereof.
- Products which can be considered as being of a possible strategic -political nature.

A shipment without approval shall under no circumstance be loaded on board of a Martinair operated flight.

### **Valuables and / or Art**

All shipments that contain valuables booked as VAL and/or high end art require prior approval from Special Cargo & Compliance (SCC) via [scc@martinair.com](mailto:scc@martinair.com). Manager SCC may set additional requirements, for example a security guard on en-route stations and/or a liability waiver. When an approval is granted, an authorization number shall be inserted in the cargo booking system.

A shipment without approval shall under no circumstance be loaded on board of a Martinair operated flight.

### **Hunting trophies**

Hunting trophies, including personal objects and/or souvenirs, which are a product or part of animals are not accepted for carriage.

*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.*