

**LOCAL CONDITIONS ex Djibouti - 01 Apr 2019**

The present "Local Conditions" apply to all sales of air cargo transportation departing from Djibouti , 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. Local Conditions may be modified at any time. We advise you to check regularly for updates in particular before any new booking.

It is reminded that the carriage of cargo is governed by (i) the conditions of the Contract of Carriage displayed on the back of the Air Waybill, (ii) Carriers' General Conditions of Carriage for cargo ("GCC"), (iii) General Conditions of Sales ("GCS"), (iv) the Specific Conditions of Sale agreed with Carriers, if any, and (v) Carriers' Local Conditions ("LC"). Those documents altogether qualify as the "Agreement". In the event of discrepancies and/or inconsistencies, the order of precedence (i) to (v) will apply, unless expressly stated otherwise. GCC and GCS can be consulted at your Local Customer Office or on [www.afklcargo.com](http://www.afklcargo.com). All bookings for air cargo transportation imply full and entire acceptance of all above mentioned document 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 actual shipment offered for acceptance to Carriers.
- All in Rates and capacity displayed in the booking are based on information provided by the Customer at the time of booking. They may be adjusted in case of (i) any discrepancies between booking and the actual shipment offered at acceptance or (ii) any change made to the booking details. In such event, additional fees and specific conditions (which can be consulted with the Carriers) may apply.
- Customers must update bookings 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. Detailed information are available via local service office.

<b>Customer Service and booking platform contacts</b>	
E-booking	<b>CPS (Air France Cargo/KLM Cargo only)</b>
E-mail address	<a href="mailto:febourhanaref@airfrance.fr">febourhanaref@airfrance.fr</a>
Fax number	<b>+25377816115</b>
Telephone number	<b>+253 340 568</b>

- 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 Carriers' local service office for the applicable collect requirements.
- Depending on the destination, type and size of the cargo, contractual conditions 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).
- 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.

PRODUCT	PAX FLIGHT	CARGO FLIGHT
EQUATION / MAIL	LAT is 90 Minutes before departure time *	N/A
VARIATION	LAT is 90 Minutes before departure time	N/A
DIMENSION / General Cargo / Other Cargo	LAT is 180 Minutes before departure time	N/A

\* 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>	
	<b>25% of total All-in Rate</b> according to booking or 0,14 usd per Chargeable weight
<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	<b>15% of the total All-in Rate</b> according to booking or 0,14 usd per Chargeable weight whichever is higher
Bookings of 10 tons or 60 m3 or more	<b>20% of the total All-in Rate</b> according to booking or 0,21 usd per chargeable 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>	

#### **Booking discrepancy fees\***

**(If significant discrepancy between chargeable weight at booking versus chargeable weight at acceptance)**

<b>Low</b> show for bookings above 2 tons or 17 m3	25% of the difference in freight charges between booked and Delivered (with a minimum of 0.21USD per chargeable kg). Shipment might be rebooked on another flight for flight Optimization reasons.
<b>Low</b> show for bookings above 10 tons or 60 m3 or more	25% of the difference of freight charges between booked And delivered with a minimum of 0.21USD per chargeable Kg. Shipment might be rebooked on another flight for flight Optimization reasons.
<b>High</b> show for bookings above 17 m3	
Shipment booked as pre-build unit but delivered before LAT as loose cargo	If volume at acceptance is higher than booked, shipment rate Might be adjusted. Shipment might be rebooked on another Flight due to capacity 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, delivery of goods and/or any additional services may give rise to "Other Charges" added on top of the All-in Rate.

Other Charge Type	Other Charge Code	Fees in DJF	
AWB	AW	DJF 6825 Per Shipment	
Handling Fees	FE	DJF 15 Per Kilo , Minimum 1200 Per Shipment	
Humain REMAIN	HR	DJF 21000 Per Shipment	
Airport Taxe	MO	DJF 3.50 Per Kilo Actual Weight ) Min 135 Per Shipment	
Dangerous Goods	RA	DJF 28660 Per Shipment	
Consolidation One HAWB	CC	DJF 4465 / HAWB	
Consolidation More than 1 HAWB	CG	DJF 4465 / HAWB FWB-FHL Process	
Express Fees on chargeable weight	MQ	DJF 15750 Per Shipment.	
Stamp Tax	MC	DJF 1000.00 Per Shipment	
Security Charges	MR	DJF 45.00 Per Kilo With min 2250.00	
AWB amendment by cargo Charges Corrections Advice	DH	DGF10555 Per Shipment ( CCA )	
Proof of delivery on request of the customer	DJ	DJF 7875 Per Shipment	
Other Charges Type	Country	Other Charges Code	Fees
Gouvernemental Fees	PHC-ABV-LOS	GTNG	3.19 /Kg
Gouvernemental Fees	NDJ	GTTD	29.98/Kg
Gouvernemental Fees	CCS	GTVE	15.96 /Kg
Handling	CCS	MP	9.99 /Kg
Gouvernemental Fees	ACC	GTGH	3.55 / Kg
Trucking Fees LBV/POG	POG	SA	225 P/K Min 16900 P/shipment
Country	Other Charge Code	Fees in TND	
Argentina	CB	DJF 29983 Per Shipment	
Customs Charges for completion preparation of ocuments in case of CUIT number is missing			

## 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.

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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.

*Air France Cargo and KLM Cargo 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.*