

LOCAL CONDITIONS ex Japan FROM [01/04/2019]

The present "Local Conditions" apply to all sales of air cargo transportation departing from Japan, 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. 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

- "Net Rates": Air cargo transportation rates based on the booking information, excluding any applicable taxes, levies, fees and Other Charges (e.g. related to Fuel Surcharge, Security surcharge, 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 Carriers.
- Net 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:

Customer Service and booking platform contacts for Tokyo and Nagoya	
E-booking	CPS/EDI (Air France Cargo/KLM Cargo only)
E-mail address	customerservice.tyo@afklmpcargo.com
Fax number	+81 3 3583 7010
Telephone number	+81 3 5797 8570

Customer Service and booking platform contacts for Osaka and Fukuoka	
E-booking	CPS/EDI (Air France Cargo/KLM Cargo only)
E-mail address	customerservice.osa@afklmpcargo.com
Fax number	+81 6 6486 9520
Telephone number	+81 6 6486 9500

- 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.

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 Net 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	2.5 hours before STD*	NA
VARIATION	3 hours before STD	NA
DIMENSION / General Cargo / Other Cargo	5 hours before STD	NA

Deviations from latest acceptance time may be accepted for the following (subject to approval): shipments delivered as shipper Load Units and/or Build Up Pallets; shipments trucked to departure gateway on AFKL trucking services; shipments with pre-approval by AFKL Cargo.

* 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:

No show fee* <i>(For shipments that are not delivered before the LAT)</i>	
Bookings equal/above 1,000kgs (Actual or Volume)	65% of the expected freight charges (Net Rate)
* 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. Booking updates before 18:00LT of two days prior to the flight date except AF293 (for AF293 – 16:00LT of one day prior to the flight date). Any missed connections due to the late tendering of a shipment will be subject to this no show fee.	

Cancellation fees* <i>(For cancellations within below mentioned timeframe)</i>	
Bookings equal/above 1,000kgs (Actual or Volume)	Before 18:00LT of two days prior to the flight date except AF293 (for AF293 – 16:00LT of one day prior to the flight date) : 65% of the expected freight charges (Net Rate)
*Booking updates before 18:00LT of two days prior to the flight date except AF293 (for AF293 – 16:00LT of one day prior to the flight date) will be subject to cancellation fees mentioned above for shipments equal/above 1,000kgs (Actual or Volume).	

Booking discrepancy fees* <i>(If significant discrepancy between chargeable weight at booking versus chargeable weight at acceptance)</i>	
Low show for bookings above 2 tons or 17 m3	N/A
Low show for bookings above 10 tons or 60 m3 or more	N/A
High show for bookings above 17 m3	N/A
Shipment booked as pre-build unit but delivered before LAT as loose cargo	N/A

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 Net 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.

- The list of export Other Charges which may apply to your shipment can be consulted, upon registration, in your mycargo account, at <https://www.afklcargo.com/WW/en/local/app/index.jsp#/myCargo/othercharges>.

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

- *The three-letter airport code of the destination must be mentioned on the Air waybill.*
- *Product name must be inserted on the Air waybill in the “Accounting Information” box.*
- *Only one product per Air waybill is allowed; combinations of products are not accepted.*
- *Local conditions apply unless otherwise specified per contracts (i.e. Block Space Agreement, Capacity Agreements; contractual conditions will apply and supersede local conditions).*

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.