

**LOCAL CONDITIONS ex Japan FROM October 27<sup>th</sup>, 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 and/or KLM (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 by the Carriers at any time and with immediate effect. 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 Sale (“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) and myCargo. 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 “Company”).

All capitalized terms used but not defined herein shall have their respective meanings set forth in the GCS.

**1. APPLICABLE RATES**

- “The 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**

- Booking should be made in accordance with the terms of the Agreement, and more particularly with article 2 “Booking” of the GCS.
- Bookings should be made either online via myCargo, via a booking portal, via a direct connection (system-to-system) available on request, or by email, telephone or fax using the contact details below.

<b>Customer Service and booking platform contacts</b>	
E-booking	myCargo, booking portals or direct connexion (system-to-system)
E-mail address	<a href="mailto:Customerservice.tyo@afklmpcargo.com">Customerservice.tyo@afklmpcargo.com</a>
Telephone number	<b>+81 3 5797 8570 – Customer service TYO</b>

<b>Customer Service and booking platform contacts</b>	
E-booking	myCargo, booking portals or direct connexion (system-to-system)
E-mail address	<a href="mailto:Customerservice.osa@afklmpcargo.com">Customerservice.osa@afklmpcargo.com</a>
Telephone number	<b>+81 6 6486 9500 – Customer service OSA</b>

**3. ACCEPTANCE POLICY**

- Company is responsible for tendering shipments to Carriers "READY FOR CARRIAGE" in accordance with the terms of the Agreement and more particularly with article 7 “Export Control and Sanctions Laws” of the GCS.
- Specific guidelines may apply per product, which may be consulted at Carriers’ local Customer Service offices. Shipments must be tendered before the latest acceptance time (referred to as “LAT”) shown below.

PRODUCT	PAX FLIGHT	CARGO FLIGHT
EXPRESS/ MAIL	2.5 hours before STD*	NA
SPECIALIZED	3 hours before STD	NA
GENERAL	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, Company is 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>	
Bookings equal/above 1,000kgs (Actual or Volume)	65% of the expected freight charges (Net Rate)
<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. 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.</i>	

<b>Cancellation fees*</b> <i>(For cancellations within 24 hours of the LAT)</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)
<i>* 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).</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	NA
<b>Low</b> show for bookings above 10 tons or 60 m3 or more	NA
<b>High</b> show for bookings above 17 m3	NA
Shipment booked as pre-build unit but delivered before LAT as loose cargo	NA

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 Company.

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## **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 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://mycargo.airfrance.fr/mycargo/rate/other-charges-request>.
- 2- The following import Other Charges may apply to your shipment.  
All charges are in JPY. Taxes are not included.

## **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, in accordance with the terms of the Agreement and more particularly with article 3 “Invoicing and Payment” of the GCS.

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

If the Company 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 Company 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 (and/or FWB).*
- *Product name must be inserted on the Air waybill (and/or FWB) 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).*