

LOCAL CONDITIONS ex PORTUGAL FROM 02 November 2022

The present “Local Conditions” apply to all sales of air cargo transportation departing from PORTUGAL, 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 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 “Customer”).

All capitalized terms used but not defined herein shall have their respective meanings set forth in the [GCS](#).

1. APPLICABLE 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 or on www.afklcargo.com and myCargo 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

OPORTO OFFICE		Customer Service and booking platform contacts	
E-booking		myCargo booking portals or direct connexion (system-to-system)	
E-mail address		customerservice.opo@afklmpcargo.com	
Telephone number		+35 22 96 13 040	

LISBON OFFICE		Customer Service and booking platform contacts	
E-booking		myCargo , booking portals or direct connexion (system-to-system)	
E-mail address		customerservice.lis@afklmpcargo.com	
Telephone number		+35 21 84 35 946	

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”) as shown in [myCargo](#) => Shipments => [myShipments](#).

4. NO SHOW, CANCELLATION AND BOOKING DISCREPANCY FEES

In the event of No Show, Cancellation, any discrepancies between Booking and the actual shipment offered at acceptance and/or any change made to the Booking details, additional fees may apply. The additional fees are specified in article 2.2. of the General Conditions of Sale, available at our website [Legal Conditions](#).

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 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.afklcargo.com/mycargo/rate/other-charges-request>
- 2- Local Security surcharge for departure from Lisbon and Porto at 0.04eur per actual weight

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

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 1st 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 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.