

**LOCAL CONDITIONS ex Hong Kong FROM October 27<sup>th</sup>, 2019**

The present “Local Conditions” apply to all sales of air cargo transportation departing from Hong Kong, 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**

- “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**

- 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 through MyCargo, by email, telephone or fax using the contact details shown below.

<b>Customer Service and booking platform contacts</b>	
E-booking	<b>myCargo, booking portals or direct connection (system-to-system)</b>
E-mail address	<a href="mailto:Customer-service.hkg@afklmpcargo.com">Customer-service.hkg@afklmpcargo.com</a>
Fax number	<b>+852 3100 7777</b>
Telephone number	<b>+852 3100 7747</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.

<b>PRODUCT</b>	<b>PAX FLIGHT</b>	<b>CARGO FLIGHT</b>
EXPRESS/ MAIL	1.5 hours before STD*	No Freighter ex HKG
SPECIALIZED	Upon request based on commodity type	No Freighter ex HKG
GENERAL	5 hours before flight departure	No Freighter ex HKG

\* 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>	
	25% of the booking weight paid at agreed freight rate. The paid tonnage at Hard Block rate will be counted in dead freight tonnage. Volume equalization is not applicable.
* For deliveries after the LAT, Carriers will do their utmost to restore original forwarding plan. Additional costs incurred will be invoiced to the Company at cost. Any missed connections due to the late tendering of a shipment will be subject to this no show fee.	

<b>Cancellation fees*</b> <i>(For cancellations within 24 hours of the LAT)</i>	
Cancellation made 8 hours prior to flight departure, and until the LAT	15% of the booking weight with penalty paid at BSA HB contract rate will be counted in dead freight tonnage. Volume equalization is not applicable.

<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 shipments between 1,700kg and 10,000kg booked on flights departing the same day.	If acceptance total weight is lower by 30% or more than the weight shown in the booking update at the time of the final booking deadline*: HKD 3 per kilo apply on the weight difference. The pallet(s) may be rebooked by the carrier for flight optimization purpose. Only actual weight will count in dead freight & EQ.
<b>Low</b> show for shipments over 10,000kg booked on flights departing the same day.	If acceptance <u>total</u> weight is lower by 20% or more than the <u>total</u> weight shown in the booking update at the time of the final booking deadline*: HKD 3 per kilo apply on the total weight difference. The pallet(s) may be rebooked by the carrier for flight optimization purpose. Only actual weight will count in dead freight & EQ.
<b>High</b> show for one position or more on the same flight	If acceptance total weight is higher by 30% or more than the total weight shown in the booking update at the time of the final booking deadline*: The pallet(s) may be rebooked by the carrier for flight optimization purpose. Actual weight will count in dead freight & EQ.

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.

#### **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/WW/en/local/app/index.jsp#/myCargo/othercharges>.
- 2- The following import Other Charges may apply to your shipment.  
All charges are in HKD. Taxes are not included.

OC Code	Carrier	OC Description	Amount (HKD)	Charged per	Minimum Charge	Remarks
<b>MJ</b>	AF/KL	Admin fee	21	Per Shipment	N/A	N/A
<b>MG</b>	AF/KL	Terminal Charge	1.68	Actual Weight	HKD 40	Applies for General Cargo
<b>MG</b>	AF/KL	Terminal Charge	1.88	Actual Weight	HKD 40	Applies for entire shipment under the same MAWB with the following special handling codes:  <b>Live Animals:</b> AVC, AVD, AVH, AVI, AVP, PET, SPF  <b>Dangerous Goods:</b> RAD, RCL, RCM, RCX, RDS, REX, RFG, RFL, RFS, RFW, RGX, RHF, RIS, RMD, RNG, ROP, ROX, RPB, RPG, RRW, RRY, RSBm, RSB, RSC, RXB, RXC, RXD, RXE, RXG, RXS  <b>Valuable Goods:</b> STR, VAL

## **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 Customer does not notify Carriers of a dispute within such time period, the invoice shall be deemed accepted.

## **7. OTHER LOCAL SPECIFICITIES**

- Special conditions apply to Block Space Agreements. Please refer to the BSA contract documents for further details.
- Special conditions for shipments to the Americas and Kenya apply. Please contact carriers’ customer service departments for details.
- The volume ratio used for chargeable weight calculation is 1 CBM = 166.66kg. However shipments including overhang pieces (OHG) will be quoted and charged on a case by case basis.
- Pivot weights per contour types are available upon request from carriers’ customer service departments.
- All price agreements (BSA, Price Only Agreements, Ad-hoc rates) are to be treated as confidential and shall not be disclosed by one party without the prior written consent of the other party.