

LOCAL CONDITIONS ex SWITZERLAND FROM 01/04/2019

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

Customer Service and booking platform contacts	
E-booking	www.afklcargo.com via myCargo CPS/EDI (Air France Cargo/KLM Cargo only)
E-mail address	customerservice.CH@afklmpcargo.com
Telephone number	058 1 057 074

- 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.

Origin & Airline	Product	LAT* on FLIGHTS to CDG & AMS	LAT* on TRUCKS to CDG & AMS	Day
BSL AF BSL KL	All Products ^{1) 2)} All Products ^{1) 2)}	180 minutes before STD ³⁾ N/A	18H00 18H00	1-5 1-5
GVA AF GVA KL	All Products ^{1) 2)} All Products ^{1) 2)}	90 minutes before STD ^{3) 5)} 90 minutes before STD ^{3) 5)}	18H00 18H00	2,5 5
ZRH AF ZRH KL	All Products ²⁾ All Products ²⁾	90 minutes before STD ³⁾ 90 minutes before STD ³⁾	16H30 ⁴⁾ 11H00 ⁶⁾ 17H30 ⁴⁾ 21H30**	2-5 6 1-5 6

Above times are referred to as LAT (Last Acceptance Time)

* STD: Scheduled Time of Departure

**the day before

- 1) DGR/ICE Cargo must be delivered 1 hour before LAT
- 2) Please consult CSO office to know if Product is available from your Origin
- 3) LAT for the first flight leaving in the morning, ex all origins is the evening before
- 4) DGR/ICE Cargo must be delivered at 16.00 o'clock.
- 5) DGR/ICE for X-ray must be delivered 2 hours before LAT
- 6) DGR/ICE Cargo must be delivered at 10.30 o'clock

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>	
	35% of the total All-in Rate according to booking or 0,35 CHF per kilo of the shipment weight whichever is higher
<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>	

Cancellation fees* <i>(For cancellations within 24 hours of the LAT)</i>	
Bookings above 2 tons or 10 m3 and under 10 tons or 60 m3	15% of the total All-in Rate according to booking or 0,25 CHF per kilo of the shipment weight whichever is higher
Bookings of 10 tons or 60 m3 or more	25% of the total All-in Rate according to booking or 0,30 CHF per kilo of the shipment 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* <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	If more than 30 % reduction in chargeable weight as booked: 50% of the difference between the total All-in Rate quoted at the time of booking and the total All-in Rate calculated at acceptance of the shipment or 0.35 CHF per kilo of the shipment, whichever is higher. Shipment may be carried on another flight for flight optimization reasons at discretion of Carriers.
Low show for bookings above 10 tons or 60 m3 or more	If more than 20 % reduction in chargeable weight as booked: 50% of the difference between the total All-in Rate at the time of booking and the total All-in Rate calculated at acceptance of the shipment or 0.35 CHF per kilo, whichever is higher. Shipment may be carried on another flight for flight optimization reasons at discretion of Carriers.
High show for bookings above 17 m3	If volume at acceptance is higher than booked, the All-in Rate of the shipment may be adjusted. Shipment may be carried on another flight due to capacity limitations. No ad-hoc fees will apply.
Shipment booked as pre-build unit but delivered before LAT as loose cargo	0.15 CHF per kilo. Shipment may be carried on another flight due to handling 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 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.afkicargo.com/WW/en/local/app/index.jsp#/myCargo/othercharges>.
- 2- The following import Other Charges may apply to your shipment.
All charges are in CHF. Taxes are not included.

**5.1 Variation FRESH1 / PHARMA ACTIVE - PASSIVE
AIR FRANCE Cargo and KLM Cargo specificity:**

Fresh1:

Fresh Active solution's rental fee (see table below) are included to Fresh1 ALL IN container cost. Still additional services may be separately charged as per below.

Pharma1:

As of April 1st 2019, for the Active and Passive solutions **for Pharmaceutical goods**, the ALL IN container costs are not applicable anymore.

The container costs are divided into "airfreight charges" and "total charges (UE)":

- o The "airfreight charges" consist of a minimum pivot weight per containers (which is based on the tare weight of container plus the actual weight of cargo) and, if the minimum pivot weight will be exceeded, an over pivot rate will be applied
- o The "total charges (UE)" consist of container lease, repositioning, damage waiver and any other cost related to additional services

	RKN - T2	RKN e1	C-Safe RKN	RAP - T2	RAP - e2	C-Safe RAP
Daily rate* (MV)	226.00 CHF	566.00 CHF	311.00 CHF	357.00 CHF	1500.00 CHF	849.00 CHF
5 days min rental* (MV)	1077.00 CHF	2681.00 CHF	2165.00 CHF	1711.00 CHF	6360.00 CHF	7043.00 CHF
Pivot weight	717 kg	717 kg	717 kg	1667 kg	1667 kg	1667 kg
Damage waiver (optional) (MC)	NA	170.00 CHF	136.00 CHF	114.00 CHF	284.00 CHF	511.00 CHF

Active Opticooler	RKN	RAP
Daily rate* (MV)	425.00 CHF	1019.00 CHF
5 days min rental* (MV)	2130.00 CHF	5344.00 CHF
Tare weight container (kg)	670	1140
Chargeable weight container (kg)	717	1667
Damage waiver (MC)	170 CHF	284 CHF

Passive	VA-Q-tec Twin	VA-Q-tec EU	VA-Q-tec XL	VA-Q-tec US
Daily rate* (MV)	509.00 CHF	368.00 CHF	481.00 CHF	425.00 CHF
5 days min rental* (MV)	2499.00 CHF	1727.00 CHF	2272.00 CHF	1977.00 CHF
Tare weight container (kg)	800	410	660	525
Chargeable weight container (kg)	934	440	742	575
Damage waiver (MC)	85.00 CHF	85.00 CHF	85.00 CHF	85.00 CHF

* Additional fees: DGR fees, re-icing, batteries, express order, cancellation order, change order

Express Order Fee per container (MC)	Order placed 3 days or less prior to start of use 250.00 CHF except for C-Safe RAP (625.00 CHF), Opticooler RKN and Opticooler RAP (545.00 CHF)
Cancellation Fee per container (MC)	If placed max 3 working days prior to start of use : 454 CHF except for C-Safe RAP (1250 CHF), Opticooler RKN and Opticooler RAP (477.00 CHF) If placed within/less than 3 working days before the start of use, full amount (including rental) is charged.
Change Order Fee per booking (MC)	Changes to the Order 3 days or less (Calendar days) prior to planned start of use 68.00 CHF for all containers except for C-safe RKN (170 CHF/booking) and C-safe RAP 114.00 CHF
Pharma Active dry-ice replenishment and battery change charges on request of the customer (MX)	117.00 CHF/AWB
DGR Fee (RA)	See in myCargo → Other Charges

For quotations and for more information, please contact your local Sales Manager or the ISM Pharma

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

7.1. AIR FRANCE-KLM CARGO

7.1.1. GENERAL INFO ON AWB 057 and 074

- The name of the Product (Dimension, Equation, Variation, etc.) must be included in the "Accounting Information" on the Air Waybill.
- On the AWB, the Airport of Destination IATA code must always be shown (i.e. GRU or VCP should be shown instead of SAO).
- AWBs with "as agreed" as Rate information are not accepted
- All in Market Rates are based on volume ratio 1:6 and valid for Lower Deck cargo. Main deck and BIG/OHG cargo may require tailor-made offer.
- All rates and other charges are applicable according to the date of issue of the Air Waybill except where differently mentioned.
-

-
- It is compulsory to indicate on the AWB green copy the spot/*ad hoc* reference number given when booking. Eventual CCA requests will not be accepted if the spot/*ad hoc* reference number is missing on the AWB green copy.
 - AWB origin is leading for which other charges are applied. Please check next to Italy other charges mentioned in this document, also the Dutch- and French other charges published with a complete overview on:
 - https://www.afklcargo.com/GB/en/common/about_us/conditions.jsp?cookieNotificationAccept=1#module_2
 - Variation HUM (Ashes and Coffin) will follow Variation Safe1 pricing. In case destination pricing is not available, please contact our Customer Service for a tailor-made solution.
 - Ex Switzerland charges collect shipments are not accepted.

7.1.2 DGR RESTRICTIONS TO USA: DGR CLASSES THAT CAN NOT BE TRUCKED IN USA TO MOST PLACES

- CLASS 1 Explosive divisions 1.1 1.2 1.3 1.5
- CLASS 2 Gases division 2.3
- CLASS 4 Flammable solids division 4.3
- CLASS 5 Organic Peroxides division 5.2
- CLASS 6 Toxic Substances division 6.1 Packing Group I
- CLASS 7 Radioactive Material

8. ULD PIVOT WEIGHTS AS PER IATA STANDARD:

- LDC (container) 717 kg – volume: 4.3 m³
- LDP (lower deck) 1667 kg – volume: 10 m³
- Pallet Wingout (OHG lower deck): 1750 kg – volume: 10.5 m³
- MDP (main deck) 3000 kg – volume: 18 m³
- RKN (Active container) 717 kg - volume: 4.3 m³
- RAP (Active container) 1667 kg - volume: 10 m³

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.