

**LOCAL CONDITIONS ex USA and Puerto Rico from Mar31-2019**

The present “Local Conditions” apply to all sales of air cargo transportation departing from the USA and Puerto Rico, 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](http://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 offices.

<b>ATL/MIA</b>		<b>Customer Service and booking platform contacts</b>	
E-booking		<b>CPS/EDI (Air France Cargo/KLM Cargo only)</b>	
E-mail address		<a href="mailto:customerservice.seusa@afklmpcargo.com">customerservice.seusa@afklmpcargo.com</a>	
Fax number		<b>1 678 412 4738</b>	
Telephone number		<b>1 800 556 9000</b>	

<b>JFK/IAD/BOS</b>		<b>Customer Service and booking platform contacts</b>	
E-booking		<b>CPS/EDI (Air France Cargo/KLM Cargo only)</b>	
E-mail address		<a href="mailto:customerservice.JFK@afklmpcargo.com">customerservice.JFK@afklmpcargo.com</a>	
Fax number		<b>1 718 632 1592</b>	
Telephone number		<b>1 800 556 9000</b>	

<b>ORD/DTW/MSP</b>		<b>Customer Service and booking platform contacts</b>	
E-booking		<b>CPS/EDI (Air France Cargo/KLM Cargo only)</b>	
E-mail address		<a href="mailto:customerservice.ORD@afklmpcargo.com">customerservice.ORD@afklmpcargo.com</a>	
Fax number		<b>1 773 686 8159</b>	
Telephone number		<b>1 800 556 9000</b>	

IAH/DFW/LAX/SFO/SEA/SLC	Customer Service and booking platform contacts
E-booking	CPS/EDI (Air France Cargo/KLM Cargo only)
E-mail address	<a href="mailto:customerservice.swusa@afklmpcargo.com">customerservice.swusa@afklmpcargo.com</a>
Fax number	1 281 214 1954
Telephone number	1 800 556 9000

- Shipments are normally accepted on a prepaid basis only. Contact the carrier's Customer Service for any useful information on possible collect shipments and applicable collect charges.
- 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.

PRODUCT	PAX FLIGHT	CARGO FLIGHT
EQUATION / MAIL	Varies by gateway *	Varies by gateway *
VARIATION	Varies by gateway *	Varies by gateway *
DIMENSION / General Cargo / Other Cargo	Varies by gateway *	Varies by gateway *

\* Details on AFKL latest acceptance times can be obtained from local Customer Service offices

### 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:

In case a shipment is not delivered to the Carriers before LAT, the following no show fee will be applied:

No Show **	Applicable fee
	25% of total freight charges according to booking or 0.36 USD per kilo whichever is higher.

\*\* For late deliveries, The carriers will do their utmost to restore the original forwarding plan. Additional costs

incurred will be invoiced to the customer. Missed connections due to late deliveries by the customer are subject to the above no show fee.

In case of a booking cancellation, the following cancellation fees will be applied:

Booking over 2 Tons or 10 m3 and under 5 Tons or 30 m3	
Cancellation made at the latest	Applicable fee
24 hours before LAT	0.14 USD cents per kg.

Booking of 5 Tons or 30 m3 or more	
Cancellation made at the latest	Applicable fee
48 hours before LAT	0.14 USD cents per kg.
24 hours before LAT	0.21 USD cents per kg.

\*\*\*Booking updates within 48 hours of LAT, for shipments over 2 Tons or 10 m3, with more than 25% decrease in the shipment chargeable weight are subject to the above cancellation fees.

In case of significant deviation between the chargeable weight at the time of booking and chargeable weight at the time of acceptance, the fee below will be applied:

Booking discrepancy type	Applicable fee
<b>Low</b> show for booking above 2 Tons or 10 m3	If more than 30% reduction in chargeable weight: 0.14 USD cents x difference between booked and delivered chargeable weight. Shipment might be rebooked on another flight for flight optimization reasons.
<b>Low</b> show for booking above 10 Tons or 60 m3 or more	If more than 10% reduction in chargeable weight: 0.21 USD cents x difference between booked and delivered chargeable weight. Shipment might be rebooked on another flight for flight optimization reasons.
<b>High</b> show for booking above 17 m3	If volume at acceptance is higher than booked, shipment rate might be adjusted. Shipment might be rebooked on another flight to due capacity limitations.
Shipment booked as pre-build unit but delivered before LAT as loose cargo	0.07 USD per chargeable kg. Shipment might be rebooked to another flight due to handling limitations.

In case of any disputes concerning the above-mentioned fees, 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- Import Other Charges may apply to your shipment.  
All charges are in USD. Taxes are not included.

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## **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 may 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.

*Air France Cargo and KLM 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.*