

**LOCAL CONDITIONS ex Xiamen FROM [26/04/2019]**

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 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 office.

<b>Customer Service and booking platform contacts</b>	
E-booking	<b>CPS (Air France Cargo/KLM Cargo only)</b>
E-mail address	<b>customer-service.xmn@afklcargo.com</b>
Fax number	<b>+86 20 36052155</b>
Telephone number	<b>+86 20 36055803 / 36055802</b>

- 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.

PRODUCT	PAX FLIGHT	CARGO FLIGHT
EQUATION / MAIL	6 hours before flight departure *	No Freighter ex XMN
VARIATION	Upon request based on commodity type	No Freighter ex XMN
DIMENSION / General Cargo / Other Cargo	5 hours before flight departure	No Freighter ex XMN

\* Scheduled Time of Departure

#### **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:

<b>No show fee*</b> <i>(For shipments that are not delivered before the LAT)</i>	
To Europe	100% of all-in rate to hub based on initial booked weight. The weight will count in dead freight calculation in case of BSA booking.
Beyond Europe	100% of all-in rate to final destination based on initial booked weight. The weight will count in dead freight calculation in case of BSA booking.

*\* 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.*

<b>Cancellation fees*</b> <i>(For cancellations within 24 hours of the LAT)</i>	
6 hours before LAT	CNY 2/kg on initial booked weight. The weight will not count in dead freight calculation in case of BSA booking.
24 hours before LAT	CNY 3/kg on initial booked weight. The weight will not count in dead freight calculation in case of BSA booking.

<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 one position	If acceptance weight is lower by 20% or more than the weight shown in the latest booking: CNY 2 per kilo apply on the weight difference. The pallet may be rebooked by the carrier for flight optimization purposes. Only actual weight will count in dead freight.
<b>Low</b> show for any of 2 positions or more on the same flight	If acceptance weight is lower by 20% or more than the total weight shown in the latest booking: CNY 2 per kilo apply on the weight difference. The pallet(s) may be rebooked by the carrier for flight optimization purposes. Only actual weight will count in dead freight.
<b>High</b> show for one position or more on the same flight	If acceptance weight is higher by 20% or more than the total weight shown in the latest booking update: The pallet(s) may be rebooked by the carrier for flight optimization purposes. Only actual weight will count in dead freight.

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.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 CNY. Taxes are not included.

OC Description	Amount (HKD)	Charged per	Minimum Charge	Remarks
<b>Terminal Charge</b>	0.45	Chargeable weight	5	Applies for General Cargo, Fresh, Live Animal and Express shipment.
<b>Terminal Charge</b>	0.7	Chargeable weight	10	Applies for Valuable Cargo and Human Remain

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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 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**

- 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.

*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.*