

UIA general conditions of air cargo carriage

Version 01.07.2008

1 Term "Carrier" that is used in the conditions of contract of carriage, means any carrier(s), that accept cargo for transportation or perform transportation of cargo and/or give any other service related to such transportation.

2 Transportation which is required to perform consistently by a few carrier is examined as one (unique) transportation, if it is issued on one air waybill.

3 Transportation of cargo and service related to it are regulated by following documents:

- By **Warsaw Convention** in relation to standardization of some rules of the international air carriage, which is signed on October, 12, 1929, and by **Montreal Convention**, which is signed on 28 May 1999, depending on that, under action of which the proper transportation falls from these documents
- By the provisions of operating multilateral and bilateral international contracts and agreements
- International Conventions approved by Ukraine
- By laws in force, rules, decisions and orders of State authority of countries on territory, from territory or through territories of which, such transportation is performed
- By operating tariffs, rules, schedule of airline
- On territory of Ukraine by **Air Code, Rules of air cargo carriage** ratified by **Order of Ministry of transport of Ukraine from 14.01.2006 #186** and **Instruction of organization of the transportations of cargo by an air transport**, ratified by **Order of Ministry of transport of Ukraine from 02.11.2005 #822**
- This Manual
- Contracts, one Part of which is PS. Copies of handling contracts are retained on Head of cargo operations department working place. Copies of cargo agent agreements are retained on sales manager working place.

4 Cargo tariffs which are paid for transportation of cargo include the payment for the air carriage from the airport of departure to the airport of arrival, and also payment for the services which are inalienable part of air carriage: storage of cargo before departure, delivery to/from aircraft to cargo warehouse or cargo terminal, loading/unloading of aircraft including the use of unit load devices, storage during the definite time on arrival. Any other services which are given by a carrier or his agent are paid separately.

5 A shipper is under an obligation to perform all laws, decisions and orders of State authority of any country, on territory, from territory or through territory of which there is transportation, including laws in relation to packing, transportation and delivery of cargo. A shipper must provide all information about cargo and to add to the air waybill documents which can be needed for implementation of such laws and orders. A shipper carries responsibility and charges, which can arise up as a result of including by him in shipment of the objects, forbidden to transportation by laws and rules which operate in the proper countries. A carrier does not carry responsibility before a shipper for the losses and charges which can arise up as a result of non-fulfillment, illtimed or wrong implementation by the shipper of such requirements or which can arise up as a result of absence, insufficiency or error of information, which were put in a fame by a shipper about mass, number of pieces, addresses, descriptions of cargo.

6 A shipper carries responsibility for packing of cargo, with taking into account specific properties of this cargo thus, that at the ordinary methods of handling its safety was provided during transportation, and also risk of harm to the third persons, damage of other cargo or property of carrier were eliminated.

7 At acceptance of cargo for transportation a shipper guarantees payment of all proper charges for transportation, foreseen by tariffs, rules and terms of payment for transportation (payment by shipper/payment by consignee), and also state laws in force of countries of departure, transit/transfer, arrivals.

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8 A shipper (or a person is authorized by him) is under an obligation to deliver a cargo to the airport of departure or other place, appointed by a carrier, not later than the time set by the State authority of the proper countries and carrier, for implementation of administrative formalities and proper procedures on departure of cargo.

9 Carrier is obligated to perform transportation in reasonable terms or in terms which are agreed during the conclusion of the contract of transportation, but not later than 120 days from the day of conclusion of such contract. For this a carrier can use other carriers, aircrafts and other types of transport, not revealing about it to the shipper, but taking into account his interests. Carrier has a right to define a route, points of the intermediate landings which he considers necessary, change from a route, in order to deliver a cargo from the point of departure to the point of arrivals, indicated in the air waybill, in the agreed term.

10 PS is obligated to perform transportation of Time Definite shipments on booked flight. In case of non-performance PS is liable to refund freight net rate to the agent.

11 A shipper has a right, subject to implementation of all obligations which follow from the contract of carriage, of cargo dispose, returning it back in airport of departure or destination, detaining it during implementation of transportation in any point of landing, giving pointing about delivery of it to the point of destination either in during transportation to the person to other, than at first indicated consignee or requiring return of cargo in the point of departure. A shipper can not take advantage of his right for a cargo disposition in harm to a carrier or other shippers and obliged to recover all charges which follow from application of such right. A shipper's right for cargo disposition is halted in that moment when there is a consignee's right comes in force: after arrival of cargo to the point of destination, payment all proper charges, if they are, and cargodelivery.

12 After cargo arrival to the destination point, the report about arrival of cargo must be sent to the consignee or person, that is indicated in air waybill as a person which it is necessary to reveal about arrival of cargo. A cargo must be delivered in accordance with instructions of shipper to the consignee or his representative.

13 A carrier is taking responsibility for the loss, shortage, damage and/or delay of cargo, which took place during time, when a cargo was under responsibility of carrier, his agent or subagent, regardless of it took place on ground or on board of an aircraft, from the moment of receipt of cargo from a shipper and to the moment, when a cargo is released to the consignee. A carrier is responsible for harm and losses, if will not prove that by him, by his staff or by his agents all necessary prevention measures were taken for avoiding harm and losses or, that it was impossible to take such measures.

14 The person entitled to delivery of cargo has a right to claim carrier in writing in case:

- Obvious or hidden damage of cargo, immediately on the exposure of damage, but not later than fourteen (14) days from the date of the receipt of cargo
- Delays in delivery of cargo during twenty one (21) days from the date of air waybill issuance
- Non-receipt (losses) of cargo during two years from the day of air waybill issuance.

15 Claim on violation of cargo transportation terms can be made as to the carrier which air waybill was issued, so to the first carrier, last carrier, or carrier, that executed part of transportation, on which the loss, damage or delay, happened on delivery of cargo. Claim must be dealt with even if charges for transportation were not paid.

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16 Lawsuits to the carrier on transportation of cargo must be provided to the court not later than two years from the day of arrival of aircraft to the point of destination either from a day, when an aircraft must arrive or from the day of stopping of transportation. An lawsuit is provided in consideration of plaintiff:

- At the place of cargo destination
- At the place of carrier's agent location which a contract of transportation is concluded with
- At the place of main office of carrier location, if other is not foreseen by the international agreements of airline about responsibility at the air shipments.

17 If the carriage involves an ultimate destination or stop in a country other than the country of departure, the Warsaw Convention or the Montreal Convention may be applicable and in most cases limit the liability of the Carrier in respect of loss of, damage or delay to cargo. Depending on the applicable regime, and unless a higher value is declared, liability of the Carrier may be limited to 17 Special Drawing Rights per kilogram or 250 French gold francs per kilogram, converted into national currency under applicable law.

18 If the amount of the declared value exceeds the size of responsibility, set by these Conditions and, if a shipper paid additional charges for the declared value, foreseen by tariffs, rules and terms of carrier, such sum is considered as declared value and in such case the sum of the declared value will be the size of carrier's responsibility. For determination of sum of indemnification in such case it is necessary to provide proofs of actual size of the caused losses.

19 In the cases of loss, damage or delay in delivery of all shipment, the size of responsibility of carrier is determining on the basis of chargeable weight.

20 At determination of size of responsibility in the case of loss, damage, delay in delivery of part of shipment, must be considered:

- only weight of actually missing or damaged goods, if transportation falls under action of Warsaw Convention 1929
- all weight of such piece of cargo that has in itself lost or the damaged goods, if transportation falls under action of Warsaw Convention in 1929, changed by Hague protocol in 1955.

21 In case if shipper/consignee will prove that the harm, inflicted to part of the shipment influenced the quality of all shipment so that possibility of complete either the partial use of cargo is eliminated either influenced on a cost or cheapened other goods in that shipment, because the damaged part is the important and inalienable constituent of this cargo, at determination of damage size total weight of all these goods is taken into consideration.

22 In case of loss, damage or delay in delivery of part of shipment, weight of which is unknown, the chargeable weight must be proportionally distributed on the number of pieces which were issued on one air waybill.

23 Any release from responsibility or its limitation, that is used to the carrier, is used also to its staff, representatives and any other person, whose aircraft or equipment a carrier uses to perform the transportation, and also to the agents of such person, its staff and representatives.

24 No agent, personnel or representative of carrier has a right to change, complement or abolish provisions of these conditions.



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