

货物国际运输总条件

SICHUAN AIRLINES CO, LTD

CONDITIONS OF INTERNATIONAL CARRIAGE FOR CARGO



四川航空
SICHUAN AIRLINES

总经理声明

四川航空股份有限公司《货物国际运输总条件》是依据《蒙特利尔公约》、《华沙公约》、《中华人民共和国民用航空法》、《中国民用航空货物国际运输规则》、《大型飞机公共航空运输承运人运行合格审定规则》(CCAR-121部)、《危险品规则》等其他现行有效的相关法律、法规制订。

总条件是四川航空股份有限公司国际货物运输合同的一部分，是川航公司级的法规性文件，它所阐述的公司国际货物运输的方针、政策、规定、标准是公司从事国际货物运输必须遵循的宗旨和准则。每一个与国际货物运输相关的部门和人员、包括分公司、办事处及地面服务代理人必须严格遵守并贯彻执行。

总条件的颁发实施，将对公司国际货物运输的标准化、程序化、规范化管理起到指导和完善作用，从而确保公司的飞行运行在安全、正常、服务等方面都有不断的提高。

四川航空股份有限公司

总经理：_____



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第一章 定义

第一条 定义

四川航空股份有限公司《货物国际运输总条件》(以下简称本条件)中的下列用语,除另有规定外,含义如下:

(一) 货物

货物是指除邮件和凭“客票及行李票”运输的行李外,已经或者要用民用航空器运输的任何物品,包括凭航空货运单运输的行李。

(二) 国际运输

国际运输是指公约另有规定外,根据货物运输合同,无论运输有无间断或者有无转运,运输的出发地点、目的地点或者约定的经停地点之一不在中华人民共和国国境内的运输。

(三) 货物托运书

货物托运书是托运人委托承运人代替其填开航空货运单时,为准确填写航空货运单而向承运人提供的书面文件。

(四) 航空货运单

航空货运单是指托运人或受托运人委托填写的名为航空货运单的文件,是托运人为在承运人的航班上运输货物与承运人订立运输合同的初步证据。

(五) 一票货物

一票货物是指凭一份航空货运单运输的,运往一个目的地交付给一个收货人的一件或者多件货物。

(六) 承运人

承运人是指包括川航在内,在货运单上列明其航空公司代码的航空承运人或者约定提供与此航空运输有关的任何其它服务的人或组织。

(七) 缔约承运人

缔约承运人是指与托运人订立货物运输合同的承运人。

(八) 实际承运人

实际承运人是指根据缔约承运人的授权,履行全部或者部分货物运输合同的承运人。

(九) 代理人

是指经明确授权，以承运人或托运人的名义或代表承运人或托运人履行与货物运输有关的活动的个人或组织。

(十) 托运人

托运人是指与承运人订立货物运输合同，其名称出现在航空货运单托运人栏内的人或组织。

(十一) 收货人

收货人是指其名称出现在货运单收货人栏内，承运人根据其指令交付货物的个人或组织。

(十二) 日

日是指日历日，包括星期天及公共假日；确定有效期时，运输文件签订日、航班离站日或发出通知当日不计算在内。

(十三) 预付

是指根据货物运输合同，托运人在托运货物时向承运人支付所有与货物运输有关的应付费用。

(十四) 到付

是指根据货物运输合同，收货人在提取货物时向承运人支付所有与货物运输有关的应付费用。

(十五) 包机运输

是指托运人包用承运人的一架飞机的全部舱位用来运输货物。

(十六) 特别提款权 (Special Drawing Right--SDR) ”

也称纸黄金，是国际货币基金组织创设的一种储备资产和记账单位。

(十七) 连续运输

是指由几个连续承运人根据航空货物运输合同履行的运输，无论其形式是一个或多个合同订立，该运输是一项不可分割的单一的业务活动。

(十八) 代码共享

是指一家航空公司的航班号（即代码）可以用在另一家航空公司的航班上。

(十九) 公约

是指下列可适用的文件：

1929年10月12日在华沙签订的《统一国际航空运输某些规则的公约》（以下简称“华沙公约”）；

1955年9月28日在海牙签订的《修改1929年10月12日在华沙签订的统一国际航空运输某些规则的公约的议定书》（以下简称“海牙议定书”）；

1999年5月28日在蒙特利尔签订的《统一国际航空运输某些规则的公约》（以下简称“蒙特利尔公约”）。

（二十）法律和规定

是指货物的出发地、经停地、目的地所在国家的法律、法规、行政当局的规定、命令以及承运人的相关规定。

第二章 适用范围

第二条 适用范围

（一）本条件适用于四川航空股份有限公司（以下简称川航）所从事的取酬的货物国际运输。

（二）除法律和规定另有规定外，中国大陆与中国香港、澳门特别行政区、台湾地区之间的航空货物运输参照本条件执行。

（三）除免费运输的条件、合同、航空货运单另有规定外，本条件亦适用于经过川航同意接受的免费运输。

（四）根据包机合同提供的运输，本条件仅适用于该包机合同和航空货运单的条款中所涉及的范围。

（五）如果本条件与适用的法律或者川航的运价规则相抵触或者不一致，则适用的法律或者运价规则优先适用，本条件的其余条款仍然有效。

（六）关于邮件运输，政府间另有协议和条约的，从其协议和条约，本条件不适用。

（七）川航的代理人、受雇人或者代表无权变更、修改或者放弃本条件中的任何条款。

（八）在某些航线上，川航通过“代码共享航班”经营货运业务或者受其他承运人委托经营该承运人航班的货运业务，这意味着即使托运人订妥了川航的航班并持有川航的货运单，其所托运的货物可能是由另一

承运人实际运输。此种情况下的货物运输同样适用本条件。

第三章 货物托运

第三条 一般要求

(一) 托运人托运货物应当遵守适用的国际公约、货物出发地和运输过程中有关国家的法律和规定。

(二) 根据货物出发地和运输过程中有过国家的法律和规定，需要办理相关查验、检查等手续的货物，托运人应当自行在相关政府主管部门办理手续。

(三) 托运人托运货物应当符合川航关于货物运输的相关规定。

(四) 托运人托运货物，必须符合下列条件：

1. 货物的出发地、目的地、经停地、和飞越国家的法律和规定允许运输或者进出口；

2. 货物的包装符合于航空运输要求；

3. 货物运输所必需的资料、文件齐备、有效；

4. 货物不危及航空器、人员或者其他财产的安全；

5. 货物不致烦扰旅客。

第四条 托运人的责任

(一) 因托运人违反国际公约、国家的法律和规定以及川航的有关规定托运货物给川航或者川航对之负责的其他方造成的损失，托运人应当承担赔偿责任。

(二) 托运人应当提供必需的资料和文件，以便在货物交付收货人之前完成法律、行政法规规定的有关手续；因没有此种资料、文件，或者此种资料、文件不充足、不准确或者不符合规定造成的损失，除由于川航或者其受雇人、代理人的过错造成的外，托运人应当对川航以及川航对之负责的其他方承担赔偿责任。

除国家的法律、行政法规另有规定外，川航没有对上述资料或者文件进行检查的义务。

(三) 托运人托运货物前应当了解川航关于货物运输的相关规定和要求。因托运人违反这些规定或要求而给川航或者其他方造成的损失，托

运人应当承担责任。

(四) 托运人使用川航的集装设备装载货物时，应遵守川航的规定，对不按规定装载所造成的损失，托运人应当承担责任。

(五) 连带责任

1. 托运人承担向川航付清所有费用的责任。保证支付收货人拒绝或不能足额支付的所有费用，包括到付运费、到付运费手续费、仓储费、因货物无法交付产生的相关费用等。

2. 托运人应当保证支付由于以下原因可能使川航及相关承运人承担的所有开支、罚款、损失等费用：

(1) 托运货物中有禁止运输的物品；

(2) 限制运输的货物不符合限制条件；

(3) 托运货物的标识、数量、收货信息、包装或者托运货物品名的不准确、不正确、不完整；

(4) 托运货物的进、出口许可或者所需证书、文件的缺失、延滞或者错误；

(5) 托运货物的实际品名、件数、重量、体积等与货运单不符；

(6) 由于托运货物或文件的原因导致的行政机构、社会团体的罚款、扣押、拒绝入境等。

第五条 货物包装

(一) 为保证货物运输安全，托运人应当根据货物性质、重量、形状和体积，采用适合航空运输的内、外包装材料和包装形式，对货物进行妥善安装。

(二) 托运人应当保证所托运货物的包装在运输过程中不致变形、损坏、散失、渗漏；不致伤害人员、损坏和污染飞机、设备或者其它货物、行李、邮件。

(三) 货物包装材料应当符合托运货物的出发地、经停地、目的地国家的法律和规定。

第六条 货物标记和标签

(一) 托运人应当在每件货物的外包装上正确地标明货物的始发站、目的站和托运人、收货人的名称、详细地址等信息。字迹要清晰、易读、

持久；如托运的货物是危险品，托运人必须根据适用法律及规定的要求在货物外包装上进行标注。

（二）托运人托运的每件货物，应当按规定粘贴或者拴挂识别标签。

（三）如果托运的是特种货物，托运人应当根据货物性质，在货物外包装上粘贴或者拴挂特种货物标签和操作标签。

（四）托运人使用旧包装时，必须清除原包装上残旧的货物标记和标签。

第七条 货物重量和尺寸

（一）货物重量以毛重计算，单位是千克，最小计量单位是 0.1 千克。

（二）如果每千克货物的体积超过 6000 立方厘米，其重量以每 6000 立方厘米折合 1 千克计算。

（三）川航可以根据航线机型以及出发地、中转站和目的地机场的装卸设备条件，确定可以收运的货物的最大重量和尺寸。

（四）每件货物包装的长、宽、高之和不得小于 40 厘米。小于该尺寸的货物，托运人应加大包装。

第八条 货物声明价值

（一）货物声明价值是指托运人向川航特别声明的其所托运的货物在目的站交付时的价值，运输声明价值应当填写在货运单对应的栏目内。

（二）除另有约定外，每一份航空货运单的货物声明价值的最高限额不超过 10 万美元或者其等值货币。

（三）货运单经合同双方签字生效后，托运人不得对已经填写在货运单上的货物运输声明价值提出变更。

（四）托运人办理的货物声明价值超过每公斤 22 个特别提款权，应当支付声明价值附加费。

（五）川航有权决定一票货物的价值限额。如果一票货物的运输声明价值超过了川航规定的限额，川航将要求托运人将货物分批托运或采取其它安全措施。如果托运人不能分批托运或不能采取安全措施的，川航将保留拒绝承运的权利。

第九条 预订航班

托运人托运需要予以特殊处理的货物、有运输时限的货物、特种货

物，应当向川航预订航班。

第四章 航空货运单

第十条 航空货运单

（一）航空货运单包括正本三联，副本九联，三联正本具有同等法律效力。由托运人和承运人签字或者盖章。正本的第一联交承运人，第二联交收货人，第三联交托运人。航空货运单不得转让，转让的航空货运单无效。

（二）托运人或其代理人托运货物应当填写航空货运单，连同货物一起交给川航。

川航根据托运人或其代理人的请求填写航空货运单的，在没有相反证据的情况下，应当视为代替托运人的填写。

（三）托运人应对航空货运单上所填写的各项内容的真实性、准确性和完整性负责。因托运人提供的说明不真实、不准确或者不完整而给川航或者川航对之负责的其他方造成的所有损失，托运人应当承担责任。

（四）航空货运单上所填写的内容被涂改或者删除的，必须符合川航相关规定，并加盖有效校对章后方可收运，否则川航可以不接收该航空货运单。

（五）托运人在航空货运单上填写的内容有错误或者有遗漏的，川航不承担更正或者补充的义务，经托运人授权，川航可以尽其可能予以更正或者补充并收取相关费用。

（六）托运人托运的货物超过一个包装件的，川航可以要求托运人分别填写航空货运单。

第五章 航空运价、航空运费和其它费用

第十一条 航空运价

（一）航空运价是指单位重量的货物自出发地机场至目的地机场之间的航空运输价格。

（二）航空运价的使用应当符合川航规定的运价使用条件。

第十二条 航空运费和其它费用

(一) 航空运费是指依据填开航空货运单当日川航公布的有效航空运价和货物的计费重量所得的费用，不包括机场与市区、同一城市两个机场之间的地面运输费以及其它费用。

(二) 其它费用是托运人在托运货物时或收货人提取货物时须向川航及其地面服务代理人支付的，除航空运费和声明价值附加费以外的与货物运输有关的其它所有费用。除非在公布运价中另有说明，这些费用应包括但不限于：

1. 货物提取、发送及自 / 至川航提供服务的机场或指定地点的地面运输服务；

2 仓储费；

3. 运费到付服务费；

4. 川航由于修补不完好包装而产生的费用；

5. 以其他形式退运货物及退回始发站的运输费用；

6. 附加费；

7. 其它类似服务或收费。

第十三条 航空运费和其它费用的支付

(一) 托运人托运货物，应当支付所有预付运费和其它费用。托运人要求费用到付的，应当符合货物目的地国家的法律和规定，以及川航的规定。收货人提取货物，应当支付所有到付运费和其它费用。

(二) 无论货物是否毁灭、遗失、损坏或者未运达航空货运单上载明目的站，所有预付和到付运费和其它费用均为川航的全部所得。

(三) 托运人应当保证支付由于以下原因可能使川航承担的所有成本、开支、罚款、时间损失、损坏等费用，包括托运的货物中有法律和规定禁止运输或者限制运输的物品，货物的标识、数量、地址、包装或者货物品名的不合法、不正确、不完整，进、出口许可或者所需证书、文件的缺失、延滞或者错误，海关申报的不正确或者货物重量、体积不符等原因。

(四) 托运人或者收货人未支付运费和其它费用的，川航可以依法留置货物，直至托运人或者收货人支付运费和其它费用。托运人或者收货人未在规定的期限内支付运费和其它费用的，川航可以按照有关规定处

置货物，但应当事先通知航空货运单上载明的托运人或者收货人。

（五）托运人和收货人应当承担向川航偿付与货物运输有关的税款、运费和其它费用以及川航的垫付款的连带责任。

（六）托运人拒绝支付运费和其它费用的，川航可以拒绝运输货物；收货人拒绝支付运费和其它费用的，川航可以拒绝交付货物。

第十四条 运价和其它费用的调整

运价或者其它费用发生调整时，调整后的运价或者其它费用不适用已经填开的航空货运单。

第六章 货物运送

第十五条 货物收运

（一）川航收运货物应当遵守有关国际公约、国家的法律和规定。

1. 根据有关国家法律和规定禁止运输的货物，川航不得收运。

2. 根据有关国家法律和规定需要办理查验、检查等手续的货物，在这些手续未办妥之前，川航不得收运。

3. 超出川航运输能力和仓储能力的货物，川航不得收运。

（二）川航或其地面服务代理人将根据行政当局规定对托运货物进行安全检查，必要时，川航将开箱检查货物及相关的文件或资料要求的，托运人有协助川航检查的义务，川航对托运货物、货物的包装、及相关的资料、文件进行安全检查的责任，但是川航不承担必须检查的义务。

川航对收运的货物应当进行安全检查或者采取其它保证安全的措施。

第十六条 货物运输路线

（一）川航应当合理安排货物。

（二）川航不承担用特定的民用航空器或者经过特定的一条或者几条航线进行运输，或者用特定的航班在任何一个地方衔接货物续运的义务，即使在航空货运单上注明航线、航班。

第十七条 货物运输时限

（一）为了保证托运货物能够及时运输，托运人应当向川航预订运输的航班和日期。托运人与川航约定了运输的航班和日期或者运输期限并

在货运单上注明的，没有特殊原因的情况下（例如政府行为、不可抗力等）川航按照约定运输；没有约定的，川航将根据托运货物收运的先后顺序在合理的时间内运输。

（二）川航可以根据与托运人的约定或者货物收运的先后确定货物发运顺序。

（三）川航在班期时刻表上或者其它场所公布的时间为预计时间，不构成货物运输合同的组成部分，也不能作为运输开始、完成或者货物交付的时间。

第十八条 优先运输

（一）根据适用的国家法律和规定，川航可以在货物之间、货物和邮件或者旅客之间做出优先运输的安排。川航也可以在任何时间、地点从一批货物中卸下部分货物后继续航班飞行。因优先运输导致货物未运输或者推迟、延误运输或者部分货物被卸下，川航对由此而造成的后果不承担责任。

（二）川航做出优先运输安排的，应当考虑托运人的实际利益，并对未及时运输的货物做出合理的运输安排。

（三）为了避免损害或危险，经海关当局许可，川航可以在运输中任何可能的地点或仓库留置货物，同时通知托运人或收货人；相关费用由托运人和收货人承担。川航也可以将货物交其他承运人继续运输至目的站。

第十九条 托运人变更运输的权利

（一）托运人在履行货物运输合同规定的义务的条件下，有权在目的地或者经停站要求将货物运回出发地机场。但是，托运人不得因行使此种权利而使川航或者川航对之负责的其他方遭受损失，并应当偿付由此产生的费用。除海关另有明确指令外，此种权利仅适用于一份航空货运单上列明的全部货物。

（二）托运人要求处置货物的，应当符合运输过程中有关国家的法律和规定，否则，川航应当拒绝办理。

（三）托运人要求处置货物，应当以书面方式提出，并向川航出示航空货运单托运人联或代理人联。

(四) 川航对托运人要求处置货物的要求不能执行的，应当立即通知托运人。

(五) 托运人应承担因其行使货物处置权而产生的费用，赔偿因其行使货物处置权而对川航或川航对之负责的其他方造成的损失。

第二十条 川航变更运输的权利

(一) 为保证托运货物及时运输，川航可能在无法或来不及通知的情况下改变航空货运单上注明的航班、航线、机型或者承运人。

(二) 由于下列原因，川航可以在不预先通知的情况下取消、终止、变更、重新安排或推迟航班或在不载运货物或仅载运部分货物的情况下继续航班飞行。

1. 政府规定、命令或要求；

2. 不可抗力，是指不能预见、不能避免并不能克服的客观情况。包括但不限于自然灾害、如台风、冰雹、地震、海啸、洪水、火山爆发、山体滑坡、政府行为、社会异常事件，如战争、武装冲突、罢工、骚乱、疫情、恐怖主义行为、暴动等。

(三) 为了达到合理运输的目的，在适当考虑托运人利益的情况下，川航可以不预先通知使用其它运输方式运输全部或者部分货物至目的站。

(四) 为了保证飞行安全或遵守法律和规定，川航可以在任何时间、地点从一票货物中卸下部分货物或全部托运货物后继续航班飞行。

(五) 发生上述变更运输时，川航应当及时通知托运人或者收货人。

(六) 除法律另有规定外，由于第(二)款所述原因被取消或重新安排或最终停留在目的站以外的其他地点，或某票货物的运输被取消、重新安排、继续运输或被终止，川航不承担任何责任。

第二十一条 中止运输

(一) 在运输过程中，如果有充足理由确认某票货物属于有关国际公约、国家的法律和规定禁止运输或者限制运输的，川航有权中止该票货物的运输。必要时，川航可以将此货物交由政府主管部门处理。

托运人要求将中止运输的货物运回始发站的，在符合航空运输条件和相关部门规定条件下，川航可以安排将货物运回始发站，由此产生的

费用由托运人承担。

(二) 由于货物自身的自然属性或者因包装不良等情况可能危及飞机、人员和财产的安全，川航可以在任何时候、任何地点在不预先通知的情况下处置此类货物而不承担责任。

第七章 货物交付

第二十二条 货物到达通知

货物运达目的地后，川航应当及时向收货人发出货物到达通知。货物到达通知通常以电话或书面等方式发出，对于非川航原因导致的收货人未收到或者未按时收到此通知的，川航不承担责任。

第二十三条 货物提取

(一) 收货人收到或者要求提取货物、航空货运单的，托运人对货物的处置权即告终权。收货人拒绝接收航空货运单或者货物，或者川航无法同收货人取得联系的，托运人继续行使对货物的处置权。

(二) 除航空货运单上另有特别载明外，货物只能交付给航空货运单上所载明的收货人。

(三) 除另有约定外，收货人应当在川航指定的地点提取货物。

(四) 收货人提取货物时，发现货物毁灭、遗失、损坏或者延误，应立即向川航或其地面服务代理人提出异议，经双方共同查验，确认后，由川航或其地面服务代理人按规定据实填写货物运输事故记录，由双方签字或盖章。该记录作为收货人或托运人向川航提出索赔的依据。

(五) 收货人提取货物并且未提出异议，即视为货物已经在完好状态下按照货物运输合同完成交付。

(六) 按照适用的国家法律和规定，川航或其地面服务代理人将货物移交给海关或者其它政府主管部门的，应当视为有效交付。发生此类情况，我们将通知收货人或托运人。

(七) 收货人接收航空货运单和(或者)货物，应当承担与运输有关的所有未支付费用的支付责任。除另有约定外，托运人不得解除支付这些费用的责任，并与收货人承担连带责任。川航或其地面服务代理人可以根据费用支付情况有条件地交付货物。

(八) 对于鲜活易腐货物发生变质、活体动物死亡以及货物可能危及飞机、人员和其它财产安全的,川航或其地面服务代理人可以不预先通知托运人或者收货人而采取必要的处置措施,由此产生的费用,由收货人或者托运人支付。

第二十四条 无法交付货物

(一) 货物运达目的站后,收货人拒绝或者未在规定的时限内提取货物的,川航或其地面服务代理人应当执行航空货运单上载明的托运人的指示。航空货运单上未载明托运人指示或者其指示不能执行的,川航或其地面服务代理人应当将收货人未提取货物的情况通知托运人,并要求托运人给予处置意见。

(二) 在下列情况下,川航有权把货物作为无法交付货物:

1. 货物运达目的地站后 14 日内托运人仍未提取;
2. 货物运达目的地机场后三个月内未收到托运人指示的;
3. 收货人拒绝提取货物或者拒绝支付应付费用;
4. 按照航空货运单上所列收货人地址无法通知收货人。

(三) 对于无法交付货物,川航或其地面服务代理人将按照当地海关规定处理。

(四) 托运人应承担与无人提取货物有关的所有费用及支出,包括将货物运回始发站产生的费用。收货人承担连带责任。

(五) 如果含有易腐物质的托运货物由于航班延误、无人提取、收货人拒绝接受货物或由于其他原因遭受变质的威胁,川航或其地面服务代理人有权在不预先通知的情况下,按照当地海关要求进行处理。

第八章 特种货物运输

第二十五条 特种货物运输

(一) 川航可收运的特种货物包括经局方批准运输的危险物品、活体动物、鲜活易腐货物、贵重物品等。

(二) 托运人托运特种货物,应当遵守川航以及有关国家关于特种货物运输的规定。托运人因未遵守这些规定而给川航以及川航对之负责的其他方造成损失的,托运人应当承担责任,并对川航运输此种特种货物

而造成的损失给予赔偿。

(三) 特种货物的包装应当符合川航关于特种货物包装的有关规定。

(四) 托运人托运特种货物应当事先与川航联系，经川航同意后方可托运。

(五) 托运人和收货人应当在川航指定的地点托运和提取特种货物。

(六) 托运人托运的特种货物同时具有两种或者两种以上特种货物的性质时，应同时符合这几种特种货物的运输规定。

第九章 包机运输

第二十六条 包机运输

(一) 包机人向川航申请包机，双方应当签定包机合同。

(二) 除无法控制或者不可预见的原因外，包机人和川航均应履行包机合同规定的各自的义务，并承担责任。

(三) 每架次包机应当填制货物托运书或航空货运单作为包机运输凭证。

(四) 包机人和川航可视货物的性质确定押运员。押运员按照川航的规定购买客票并办理乘机手续。

(五) 包机人提出变更包机合同，应当支付川航因履行包机合同已经产生的有关费用。

(六) 包机人可以充分利用包机的吨位，但是不得超过包机的最大载量限制。川航如果需要利用包机的剩余吨位，应当与包机人协商。

第十章 索赔、责任与赔偿

第二十七条 索赔

(一) 因货物损失或者延误发生异议，托运人或者收货人应在下列期限内向川航提出索赔：

1. 货物发生损失的，至迟自收到货物之日起 14 日内以书面形式提出；

2. 货物延误运输的，至迟自货物交付收货人处置之日起 21 日内以书面形式提出；

3. 收货人提不到货物的，自航空货运单填写之日起 120 日内以书面形式提出。

(二)任何索赔应该在前款规定的时限内写在运输凭证上或者另以书面方式提出。

(三)除能证明川航有欺诈行为以外，收货人或者托运人未在本条第一款规定的期限内提出异议的，即丧失向川航提出索赔诉讼的权利。

(四)对于不符合公约、法律和规定的索赔，川航在规定时限内给托运人明确答复。

第二十八条 承运人的责任

(一)因发生在航空运输期间的事件，造成货物毁灭、遗失、损坏，川航应该承担责任，但是依据公约、法律和规定免除责任的除外。

除另有约定外，航空运输期间是指航空货运单上载明的始发站至目的地之间，货物处于川航或其地面服务代理人掌管之下的全部期间。

(二)在运输过程中，由于货物延误运输造成的损失川航应该承担责任。但是，川航已采取一切必要措施或者不可能采取此种措施的，以及有关国际公约、国家的法律和规定以及本条件另有规定的情况除外。

(三)由于遵守公约、法律和规定而产生的、或由于不可抗力原因造成直接或间接损失的，川航不承担责任。当托运的货物属于川航禁运的某类货物，或者适用的法律和规定不允许运输该货物时，川航将拒绝运输而不承担责任。

(四)对下列原因造成的货物毁灭、遗失、损坏，川航不承担责任：

1. 货物本身的自然属性、质量或者缺陷；
2. 川航或者其受雇人、代理人以外的人包装货物的，货物包装不良；
3. 货物包装完好，封志无异状，而内件短少或者损坏；
4. 货物合理损耗；
5. 战争或者武装冲突；
6. 政府有关部门实施的与货物入境、出境或者过境有关的行为。
7. 不可抗力。

(五)因货物毁灭、遗失、损坏或者延误等造成的间接损失川航不承担责任。

（六）由于天气、温度、高度的改变，或由于其他常见情况或在约定的运输时间内货物发生腐烂或变质，川航不承担责任。

（七）由于自然原因造成的动物死亡；或者由于动物自身的或者其它动物的咬、踢、抵或者窒息动作造成的；或者动物容器缺陷造成的；或者由于动物在运输过程中经不起不可避免的自然环境的变化而造成的或者促成的动物死亡和受伤引起的任何损失、损害或者费用，川航不承担责任。

（八）除能证明是由于川航的过失造成的外，川航对押运货物的损失不承担责任。押运活体动物的押运员在押运途中因动物的原因造成的伤害或死亡，川航不承担责任。

（九）在运输过程中，经证明货物毁灭、遗失、损坏或者延误等是由托运人或收货人的过错造成或者促成的，应当免除川航的责任。

（十）除川航故意行为以外，由于托运人的变更运输造成的货物损失，川航不承担责任。

（十一）除非另有约定，对货物破损造成的非直接损失，或本条件下的运输造成的非直接损失，包括周转量、利润、利息或收入损失、交易机会的错失、货币风险、减产或行政处罚等，川航不承担责任。不论川航是否知道上述损失可能发生。

（十二）根据本条件免除或者限制川航的责任时，此类免除或者限制同样适用于川航的代理人、受雇人或者代表，也适用于其运输所适用的民用航空器或者其他运输工具所属的任何承运人及其代理人、受雇人或者代表。

（十三）由几个连续承运人根据一份航空货物运输合同进行的运输被视为一个单一运输过程。由连续承运人运输的货物，每一承运人就其根据航空货物运输合同办理的运输区段作为运输合同的订约一方而承担责任。

第二十九条 赔偿

川航的责任范围取决于所适用的公约和法律的规定。除非适用的公约或法律为了合法索赔人的利益另有说明，以下条款适用：

（一）办理货物声明价值并支付了声明价值附加费的货物，川航的赔

偿责任限额为该货物声明价值。川航能够证明货物的实际损失低于声明价值的，按实际损失赔偿。

（二）未办理货物声明价值的货物，按照“华沙公约”、“海牙议定书”和“蒙特利尔公约”规定，川航的最高赔偿责任限额为每公斤 22 个特别提款权。川航能够证明货物的实际损失低于每公斤 22 个特别提款权的，按实际损失赔偿。

（三）部分货物或货物中的任何包装件发生毁灭、遗失、损失或者延误时，确定川航的赔偿责任应以有关包装件的重量为限。当托运货物中的任何包装件的毁灭、遗失、损失或者延误影响到同一份航空货运单上其它包装件的价值时，确定赔偿责任时，应考虑其它包装件的重量。在没有相反的证据时，毁灭、遗失、损失或者延误的货物的价值在全部货物总价值中的比例，按毁灭、遗失、损失或者延误的货物的重量在全部货物总重量中的比例确定。

（四）索赔人提出索赔时应同时提供货物的实际价值证明。

（五）投保航空运输险的货物，在运输过程中损失，由保险公司按照有关规定赔偿。

第十一章 诉讼

第三十条 诉讼

（一）航空运输纠纷的诉讼时效为两年，自民用航空器到达目的地点、应当到达目的地点或者运输终止之日起计算，未在此期间提出诉讼的，丧失对损害赔偿的权利。诉讼时效的计算方法根据受理法院所在国家的法律决定。

（二）由几个连续承运人办理的运输，发生货物毁灭、遗失、损失或者延误等，托运人有权对第一承运人提出诉讼，收货人有权对最后承运人提起诉讼，托运人或收货人均可以对发生货物毁灭、遗失、损失或者延误等的运输区段的承运人提起诉讼。

（三）对于实际承运人履行的运输提出诉讼，可以分别向实际承运人或者缔约承运人提起，也可以同时向实际承运人和缔约承运人提起，被提起诉讼的承运人有权要求另一承运人参加应诉。

(四) 源于本条件或与本条件相关的纠纷适用于中国法律。在公约适用的前提下, 关于损失的诉讼可以根据索赔人的选择在川航总部所在地法院, 或者在缔结合同的川航的分支机构所在地法院, 或者在目的地法院司法管辖权范围内进行。

第十二章 生效、修改与解释

第三十一条 生效

本条件自发布之日起生效并实施。

如果本条件中的部分条款依据适用法律被确认为无效或无法履行, 本条件其他条款继续有效。

第三十二条 修改

川航有权依照中国民用航空局规定的程序, 不经预先通知修改本条件中的任何条款。但是, 此修改不适用于修改前已经签定的航空货物运输合同。

川航的代理人、受雇人或者代表无权变更、修改或者放弃本条件中的任何条款。

第三十三条 解释

本条件由四川航空股份有限公司负责解释。

SICHUAN AIRLINES CO, LTD
CONDITIONS OF INTERNATIONAL
CARRIAGE FOR CARGO



四川航空
SICHUAN AIRLINES

Statement of the General Manager

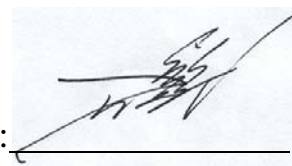
General Conditions of International Carriage for Passengers and Baggage of Sichuan Airlines is developed in accordance with *Montreal Convention, Civil Aviation Regulations on International Carriage for Passengers and Baggage, Operation Certification: Large Airplanes Air Carrier (CCAR-121), Dangerous Goods Regulations* and other current applicable laws, rules and regulations.

General Conditions are one part of the contract of international cargo transport of Sichuan Airlines, the regulatory document at company level of Sichuan Airlines, and the described guidelines, policies, provisions and standards of international cargo transport are the tenet and criteria all staff and ground service agent must abide by in ticketing and ground service of international cargo transport. Each department and person engaged in international cargo transport, including branch, representative office and ground service agent, must strictly follow and carry out the *General Conditions*.

The issuance of *General Conditions* will instruct and improve the standardization, normalization and programming of the international cargo transport of Sichuan Airlines, and ensure constant improvement of flight operation safety, regularity and service of Sichuan Airlines.

Sichuan Airlines

General Manager:



09/09/2020

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CHAPTER 1 DEFINITIONS

Art. 1 Definitions

Except as otherwise provided herein, the implications of the below definitions in Conditions of International Carriage for Cargo of Sichuan Airlines hereinafter refers to:

(1) CARGO

Anything carried or to be carried in an aircraft except mail, and baggage carried under a passenger ticket and baggage check, but includes baggage moving under an air waybill.

(2) INTERNATIONAL AIR TRANSPORT

Any transport in which, unless otherwise stipulated by the convention, according to the contract of transport by air between the parties, the place of departure, the place of destination or agreed stopping place, whether or not there be a break in the transport of a transshipment, is not situated within the territory of the People's Republic of China.

(3) SHIPPER'S LETTER OF INSTRUCTION

Shipper's letter of instruction refers to the written file provided to the carrier, for the purpose of completing the air waybill when the consignor entrusts the carrier to fill in the air waybill.

(4) AIR WAYBILL

The air waybill made out by or on behalf of the shipper which initially evidences the transport contract between the shipper and carrier(s) for carriage of goods on the flights of the carrier(s).

(5) SHIPMENT

One or more packages, receipted for under a single air waybill, for carriage

to one consignee at one destination address.

(6) CARRIER

Carrier refers to the air carrier including Sichuan Airlines that lists the airline code on the air waybill or the personnel or organization agrees to provide any services related to such air transport.

(7) CONTRACTING CARRIER

Any carrier who has concluded a contract of transport by air in his own name with a shipper.

(8) ACTUAL CARRIER

Any carrier to whom the performance of the whole or part of the transport has been authorized by the contracting carrier.

(9) AGENT

The individual or organization specifically authorized to act in the name of or on behalf of carrier or shipper in relation to the carriage of cargo.

(10) SHIPPER

The person or organization whose name appears on the air waybill or shipment record, as the party contracting with carrier for the carriage of cargo.

(11) Consignee

The person or organization whose name appears in the consignee column of the air waybill, and the carrier instructs whom to deliver the shipment.

(12) DAYS

Days refer to calendar days, including Sunday and public holidays; the day on which the transport document is signed, the day of flight departure, or the day of publishing notice is not included when validity period is determined.

(13) Advance payment

It refers to all fees related to the cargo transport that the shipper needs to pay

for when shipping the cargo in line with the cargo transport contract.

(14) Freight to collect

It refers to the fees related to the cargo transport that the consignee needs to pay for when receiving the cargo.

(15) Charters

The shipper contracts all the shipping space of the aircraft to transport cargo.

(16) Special Drawing Right—SDR

It's also called paper gold, which is a reserve asset and unit of account established by the International Monetary Fund.

(17) Continuous transport

It refers to the business that several consecutive carriers implement the transport in line with the Air Cargo Transport Contract, no matter it's one contract or more than one contracts this business is a single transport that cannot be divided.

(18) Code sharing

The flight number (code) of one airlines can be used on the flight of another airlines.

(19) Convention

It refers to the following applicable documents.

Convention for the Unification of Certain Rules for International Carriage by Air (Warsaw Convention for short) signed at Warsaw on 12th, Oct. 1929.

Revision of the Convention for the Unification of Certain Rules for International Carriage by Air Signed At Warsaw On 12th, Oct. 1929 (Hague Convention for short) at Hague on 28th, Sept, 1955.

Convention for the Unification of Certain Rules for International Carriage by Air (Montreal Convention for short) signed at Montreal on 28th, May, 1999.

(20) Laws and rules

Refer to the laws and regulations of the departure country; transit country and destination country; the regulations and orders of the local authority and related rules of the carrier.

CHAPTER 2 APPLICABILITY

Art. 2 Applicability

(1) These conditions shall apply to the international carriage of cargo performed by Sichuan Airline for remuneration.

(2) Unless otherwise specified by the law and rules, this will be followed by the air transport of cargo among China main land; Hongkong; Macau Special Administrative Region and Taiwan Area.

(3) Except as otherwise provided in the conditions, contract and air waybill of gratuitous carriage, these conditions shall also apply to the gratuitous carriage which accepted by Sichuan Airlines.

(4) With respect to carriage of cargo performed pursuant to a charter agreement, these conditions shall only apply to the conditions contained or referred to in such charter agreement and provisions of air waybill.

(5) In the event of contradiction or inconsistency between these conditions and the applicable laws or rates rules of Sichuan Airlines, the latter shall prevail. The rest provisions of these conditions shall remain effective.

(6) As for the carriage of mail, follow the agreement and treaty between governments, if there is any. These conditions are not applicable.

(7) SCAL agent; employees or the representatives have no right to change, revise or abandon any items of this section.

(8) For some flight routes, Sichuan Airlines operates cargo transport or the

cargo transport entrusted by other carrier through code-sharing flight. This means that even though the shipper books Sichuan Airlines' flight and holds the air waybill of Sichuan Airlines, the cargo shipped may be actually transported by another carrier. Under this circumstance, these conditions are also applicable for cargo carriage.

CHAPTER 3 ACCEPTABILITY OF GOODS FOR CARRIAGE

Art. 3 General

(1) The Shipper is obligated to comply with applicable international conventions, national laws, government regulations of any country flown from, to, or over.

(2) Subject to national laws and government regulations of any country flown from, to, or over, the shipper shall be obligated to comply with the formalities required by customs and other government authorities.

(3) The shipper is obligated to comply with relevant regulations of SCAL related to the transportation of cargo.

(4) The cargo to be transported shall be in compliance with the following conditions:

1. The transportation, the exportation or importation thereof is not prohibited by the laws or regulations of any country to be flown from, to or over;
2. They are packed in a manner meeting the requirements of carriage by air;
3. They are accompanied by the requisite and effective shipping documents;
4. They are not likely to endanger aircraft , persons or property;
5. They are not likely to cause annoyance to passengers.

Art.4 Responsibilities of the Shipper

(1) The shipper shall be liable for any loss which may be caused thereby to SCAL or to any other party to whom SCAL is liable, by reason of the shipper's violation of applicable laws, government regulations, orders and requirements.

(2) The shipper shall furnish such information and documents as are necessary to meet the formalities provided by laws and administrative rules and regulations before the cargo can be delivered to the consignee. The shipper shall be liable to SCAL or to any other party to whom SCAL is liable, for any damage occasioned by the absence, insufficiency or irregularity of any such information or documents, unless the damage is due to the fault of SCAL, his servants or agents.

SCAL is under no obligation to inquire into the correctness or sufficiency of required information or documents unless otherwise provided by laws and administrative rules and regulations.

(3) The shipper shall learn about cargo carriage related regulations and requirements of Sichuan Airlines before shipment. The shipper shall be responsible for the losses of Sichuan Airlines or any other party due to his violation of these regulations or requirements.

(4) When shipper undertakes to load a unit load device (ULD) he must comply with SCAL's loading instructions and shall be liable for and indemnify carrier against all consequences of any non-compliance with such instructions.

(5) Joint liability

1. The shipper is liable for paying off all the fees to SCAL. Ensure that fees the consignee rejected to pay for or cannot afford are paid, including

collected freight; poundage of the collected freight; warehousing fee and relevant fees caused by cargo deliver failure and etc.

2. The shipper should ensure to pay all the charges; fines and loss that SCAL and related carried borne, which are caused by the following reasons;

(1) There are prohibited goods in the cargo shipped.

(2) The restricted cargo does not satisfy the restriction condition.

(3) The label; number; receipt information and package or the name of the shipper cargo are incorrect or incomplete.

(4) The loss; delay or error of the import and export license; the license or documents needed.

(5) The actual name; number; weight and size of the cargo shipper are not equivalent with thoses on the cargo freight sheet.

(6) The fines; detention or refusal to entry the emigration delivered by the administration organization and social group, which are caused by the shipped cargo or documents.

Art.5 Packing

(1) The shipper shall adopt appropriate materials for interior and exterior packagings and pack cargo in proper condition suitable for air transportation in accordance with the nature, weight of goods.

(2) The shipper shall ensure that the packaging of consigned goods in course of carriage would not be out of shape, damaged, dispersed and leaked, and the packaging would not cause personal injury, damage and pollute aircraft, equipment or other cargo, baggage, and mail.

(3) Each consignment must be packed with the material satisfying the laws and regulations of the country of departure, stop-over and destination during

cargo shipment.

Art. 6 Marking and Labeling

(1) Each package must be marked on the outside of the package with information of airport of origin, destinations, name and address of shipper and consignee, etc.. The writing should be clear; legible and persistent. If the cargo shipped is dangerous goods, the shipper must mark on the outside of the package in line with the requirements of applicable law and regulations.

(2) For the carriage of cargo, identification label(s) shall be affixed or attached to each package.

(3) If the cargo shipper is special cargo then the special cargo label(s) and handling label(s) shall be affixed or placarded to the outside of the package according to the nature of goods.

(4) Any irrelevant mark(s) and label(s) already on the package reused shall be removed or obliterated.

Art. 7 Weight and Dimension

(1) The unit of measurement of weight is kilogram, and the minimum rounding off unit is 0.1 kilogram.

(2) Consignments, the extreme dimensions of which result in an average of more than 6000 cubic centimeters per kilogram, shall be calculated with 6000 cubic centimeters equaling to 1 kilogram.

(3) SCAL may define the limits of weight and dimensions of cargo by routing, aircraft types, and airport facilities of origin, transit and destination.

(4) The sum of length, width and height for each package shall not be less than 40 centimeters. If the size is smaller than this , the shipper should amplify the package.

Art. 8 Declared Value

(1) Declared Value refers to a special declaration of interest which a shipper has made to Sichuan Airlines at the time when cargo was handed over in delivery at destination. The declared value should be filled in corresponding column of the cargo freight sheet.

(2) Except as otherwise provided, declared value for carriage of each air waybill shall not be in excess of USD 100,000 or its equivalent.

(3) The waybill will be effective after the signature of both sides. The shipper cannot propose any change for the declared value filled on the waybill.

(4) When the declared value exceeds 22 per kilogram SDRs, the extra charge for the declared value should be paid.

(5) SCAL has the right to decide the value limit of the cargo. If the declared value of the cargo exceeds the limit stipulated by SCAL, SCAL will request the shipper to exercise partial shipment or other safe measures. If the shipper does not exercise partial shipment or other safe measures, SCAL has the right to refuse the transport.

Art. 9 Reservation

Reservation shall be made in advance by the shipper if he consigns the urgent goods, special cargo, and cargo needing special handling.

CHAPTER 4 AIR WAYBILL

Art. 10 Air Waybill

(1) An air waybill shall comprise of three originals, and nine copies. The

three originals bear on the reverse the conditions of contract and have the same validity. Original 1 shall be for the issuing carrier, Original 2 shall be for consignee, and Original 3 shall be for the shipper. Ail air waybill is a nonnegotiable document, and a negotiated air waybill shall be invalid.

(2) The shipper or his/her agent shall make out an air waybill, and shall deliver such air waybill to carrier simultaneously with the cargo. Upon the request of the shipper or his/her agent, the carrier may make out an air waybill, he shall be deemed, subject to proof to the contrary, to have done so on behalf of the shipper.

(3) The shipper is responsible for the correctness, accuracy and completeness of the particulars and statements relating to the cargo which he inserts in the air waybill. The shipper shall indemnify the carrier against all damage suffered by him, or by any other party to whom the carrier is liable, by reason of the irregularity, incorrectness or incompleteness of the particulars and statements furnished by the shipper.

(4) Air Waybills, the writing on which has been altered or erased, shall meet SCAL relevant regulations and reception can be made only when it has been additionally stamped with effective proofreading seal. Otherwise, SCAL may not accept this air waybill.

(5) If the particulars and statements inserted by shipper are incorrectness or incompleteness, SCAL may be authorized to complete or correct the air waybill to its best ability and collect relevant fees without being under any obligation to do so.

(6) Carrier has the right to require the shipper to make out separate air waybills when there is more than one package.

CHAPTER 5 AIR RATES, AIR FREIGHT CHARGES AND OTHER CHARGES AND FEES

Art. 11 Air Rates

- (1) The Air Rate is the amount charged for the carriage from the airport of departure to the airport of destination of a unit of weight (kg. or lb.).
- (2) Air Rates will be used subject to the rules and conditions published in Sichuan Airlines's regulations and rate tariffs.

Art. 12 Air Freight Charges and Other Charges and fees

- (1) The Air Freight Charges governed by these conditions are those duly published by carrier and in effect on the date of the issuance of the air waybill by SCAL, and it is the amount to be calculated by multiplying the applicable rate per kg/lb by the chargeable weight, excluding charges of surface transportation, and other expenses between airport and municipal districts and between two airports at the same city.
- (2) Other charges and fees refer to the money that needs to be paid to SCAL and its ground service agent when the shipper consigns the cargo or the consignee receives the cargo, which refer to all other fees related to the cargo transport except for the air transport fees and the extra charge of the declared value. Unless otherwise declared, the charges and fees should include but not limited to the following:
 1. Ground transport service of cargo claim; cargo delivery from or to the airport that SCAL provides service or the designated place.
 2. Storage fees.

3. Service fees of freight collect.
4. The charges caused by the fix (SCAL) of package which is not in good condition.
5. The fees of reloading the cargo or the transport fees caused by the return of cargo in other forms or return to the departure station.
6. Extra fees.
7. Other similar service or charges.

Art. 13 Payment of Air Freight Charges and Other Charges and Fees

(1) All prepaid charges and other charges applicable to a prepaid shipment shall be paid by the shipper. Charges collect shipments will be accepted only when they are in full compliance with laws and regulations of state of destination and rules of SCAL. All charges and other charges collect to a collect shipment shall be paid by the consignee.

(2) Full applicable charges, whether prepaid or collect, and other charges shall be deemed fully earned by SCAL, whether or not the cargo is lost or damaged, or fails to arrive at the destination specified in the air waybill.

(3) The shipper shall also guarantee payment of all costs, expenditures, fines, penalties, loss of time, damage and other sums which SCAL may incur or suffer by reason of the inclusion in the shipment of articles the carriage of which is prohibited or restricted by law, or the illegal, incorrect or insufficient marking, numbering, addressing or packing of packages or descriptions of the cargo, or the absence, delay or incorrectness of any export or import license or any required certificate or document, or any improper customs valuation, or incorrect statement of weight or volume.

(4) SCAL shall have a lien on the cargo in the event of non-payment until

the shipper or the consignee pays for the freight charges and other charges and fees. SCAL shall have the right to dispose of the cargo in the case of non-payment, provided that prior to such disposition carrier shall inform the shipper or the consignee addressed in the air waybill.

(5) The shipper and the consignee shall guarantee payment of all charges, other charges, taxes, and advances of SCAL, and remains jointly and severally liable to indemnify such charges.

(6) SCAL may cancel the carriage or the delivery of the shipment upon refusal by the shipper to pay the charges and other charges.

Art. 14 Adjustments in rates and other charges

Rates and other charges, which have been adjusted, will not be applicable for the air waybill issued.

CHAPTER 6 SHIPMENTS IN COURSE OF CARRIAGE

Art. 15 Acceptance of Cargo

(1) Carrier shall comply with applicable laws, government regulations, orders and requirements in the event of acceptance of cargo.

1. Carrier shall not accept the cargo prohibited by the applicable laws, government regulations, orders and requirements.

2. Carrier shall not accept the cargo which needs to accomplish the formalities of quarantine and inspection required by applicable laws and government regulations, orders and requirements before these formalities have not been fulfilled.

3. Sichuan Airlines will not accept the shipment which is out of handling

capability and storage capability of Sichuan Airlines.

(2) Sichuan Airlines or its ground service agent will implement security check over shipped cargo as per regulations of administrative authority. When necessary, Sichuan Airlines will open the case to check the cargo and related documents or files, and the shipper has the obligation to assist Sichuan Airlines. Sichuan Airlines reserves the right to implement security check over the cargo consigned, cargo packaging, and related documents and files, but Sichuan Airlines shall be under no obligation to implement compulsory check.

Carrier shall implement a security inspection or maintain other security procedures.

Art. 16 Routings

(1) Carrier shall carry the cargo in a reasonable way.

(2) Carrier assumes no obligation to carry the cargo by any specified aircraft or over any particular route or routes, or to make connections at any point according to any particular schedule, notwithstanding that the same may be stated in the air waybill.

Art. 17 Cargo Transportation Time Limits

(1) To ensure that shipped cargo can be timely transported, the shipper shall predetermine transport flight and date with Sichuan Airlines. With no special reasons (such as government acts and force majeure, etc.), if the shipper has agreed with Sichuan Airlines on the transport flight and date or transport time limit and so indicated in the air waybill, Sichuan Airlines shall carry the cargo as per agreements; with no agreements achieved, Sichuan Airlines shall carry the cargo within the reasonable time limits in accordance with the

sequence of receiving shipped cargo..

(2) Carrier may determine the sequence of dispatch on the basis of the time agreed with the shipper or in the order of acceptance of the cargo.

(3) Times shown in carrier's timetables or elsewhere are approximate and not guaranteed, and form no part of the contract of carriage, and not regard as the time of commencement and accomplishment of the carriage and delivery of cargo thereto.

Art. 18 Precedence of Transportation

(1) Subject to applicable government laws, regulations and orders, SCAL is authorized to determine the priority of carriage as between shipments, and as between cargo and mail or passengers. SCAL can continue the flight after unloading part of cargo in any place at any time. If as a result of determining priority of carriage, cargo is not carried or carriage thereof is postponed or delayed or if any articles are removed from a shipment, SCAL will not be liable for any consequences therefore.

(2) In the event of determining such priority, SCAL shall consider profits of the shipper and arrange reasonable carriage for the cargo postponed or delayed.

(3) In order to avoid damage or danger and with the permit of the customs, SCAL can leave the cargo at any possible location or storage place during the transport meanwhile notify the shipper or consignee. Associated fees should be paid by the shipper and consignee. SCAL can also deliver the cargo to other carrier to continue the transport to the destination.

Art. 19 Shipper's Right of Disposition

(1) Subject to his liability to carry out all his obligations under the contract of transport of cargo by air, the shipper shall have the right to require the cargo to be returned to the airport of departure at destination airport or transit airport; provided that the shipper must not exercise this right of disposition in such a way as to prejudice SCAL or any other party to whom SCAL is liable to and he must repay any expenses occasioned by the exercise of this right, provided also that, every exercise of the right of disposition must be applicable to the whole shipment under a single air waybill unless otherwise specified by the customs.

(2) The right of disposition must be exercised fully in compliance with applicable laws, government regulations, orders, and requirements of concerned countries, otherwise, SCAL shall refuse to carry out the orders.

(3) Instructions as to disposition must be given in writing with presenting the original air waybill (for shipper) or the air waybill (for agent) to SCAL.

(4) If it is impossible to carry out the requirements of the shipper SCAL must so inform him forthwith.

(5) The shipper should bear the costs incurred in exercising its right of cargo disposal and shall be responsible for the losses caused to Sichuan Airlines or other parties to whom Sichuan Airlines is liable due to the implementation of cargo disposal.

Art. 20 SCAL's Right of Disposition

(1) To ensure timely transport of the cargo shipped, SCAL may change the flight, the route or routes, type of aircraft or carrier specified on the air waybill under the case that it is unable to or there is not enough time to

inform the shipper.

(2) SCAL reserves the right, without notice, to cancel, terminate, divert, rearrange or postpone any flight, or to proceed with any flight without all or any part of the cargo because of following factors.

1. Government regulations, instructions or requirements;

2. Force majeure refers to objective circumstances that are unpredictable, unavoidable and insurmountable, including but not restricted to natural disasters, such as typhoon, hail, earthquake, tsunami, flood, volcanic eruption, landslide, act of government and social unusual event, such as war, armed conflict, strike, disturbance, epidemic, terrorism acts and riot, etc.

(3) To achieve reasonable transport, SCAL is authorized to carry the consignment without notice wholly or partly by any means of surface transportation or to arrange such carriage.

(4) To ensure flight safety or to follow laws and regulations, SCAL may decide to remove some or all articles consigned from a shipment, at any time or place whatsoever, and to proceed with the flight without them.

(5) SCAL shall give prompt notice to the shipper or to the consignee in the event of exercising the right of disposition.

(6) Unless otherwise stipulated by laws, Sichuan Airlines shoulders no responsibility for the cargo which is cancelled or rearranged or finally unloaded at other places other than destination airport, or the cargo carriage is cancelled, rearranged, proceeded with carriage or terminated due to factors stated in item (2).

Art. 21 Suspension of Carriage

(1) Carrier reserves the right to terminate the carriage of any cargo if carrier reasonably determines in good faith that the carriage of the cargo is in

violation of any applicable law, government regulation, demand, order or requirement. The shipper shall be liable for any consequences therefore. SCAL may hand the cargo over to the competent authority if necessary.

The shipper may at his own expense dispose of the cargo which is so terminated by requiring SCAL to return it to the airport of departure if it is prepared fully in compliance with air transportation conditions and regulations of relevant departments.

(2) Cargo which, because of inherent defect, quality or vice or because of defective packing, is likely to endanger aircraft, persons or property may be handled by SCAL without notice any time at any place. Sichuan Airlines shoulders no responsibility.

CHAPTER 7 DELIVERY OF SHIPMENT

Art. 22 Notice of Arrival

Notice of shipment arrival will be sent to the consignee promptly by SCAL, which will be sent by ordinary methods such as phone call or written paper. SCAL is not liable for non-receipt or delay in receipt of such notice which is not caused by SCAL.

Art. 23 Delivery of shipment

(1) The shipper's right of disposition shall cease at the moment when, after arrival of the cargo at the destination, the consignee takes possession or requests delivery of the cargo or air waybill, or otherwise shows his acceptance of the cargo. Nevertheless, if the consignee declines to accept the air waybill or the cargo, or if he cannot be communicated with, such right of disposition shall continue to vest in the shipper.

- (2) Except as otherwise specifically provided in the air waybill, delivery of the shipment will be made only to the consignee named therein.
- (3) Except as otherwise provided, the consignee must accept delivery of and collect the shipment at the place designated by SCAL.
- (4) In the case of loss or damage, delay to goods, the person entitled to delivery shall make a complaint to SCAL or its ground service agent without delay. After being examined and confirmed by both sides, as per actual situations, SCAL or its ground service agent shall fill in cargo transport accident records with signing or sealing by both sides. This record can be regarded as the evidence for the consignee or consignor to lodge a claim to Sichuan Airlines afterward.
- (5) Receipt by the person entitled to delivery of the cargo without complaint is prima facie evidence that the same has been delivered in good condition and in accordance with the contract of carriage.
- (6) Delivery to the consignee made by SCAL or its ground service agent shall be deemed to have been effected, when the shipment has been delivered to customs or other government authorities as required by applicable State laws and regulations. Under these circumstances, the consignee or shipper will be notified.
- (7) By accepting delivery of the air waybill and/or the shipment the consignee shall become liable for payment of all costs and charges in connection with the carriage. Unless otherwise agreed the shipper shall not be released from his own liability for these costs and charges and will remain jointly and severally liable with the consignee. SCAL or its ground service agent may make delivery of the shipment conditionally upon payment of these costs and charges.
- (8) SCAL or its ground service agent may take necessary measures of

disposal without notice at the cost of the shipper, when the perishables become deteriorated, or live animals become dead, or any cargo which is likely to endanger aircraft, persons or property.

Art. 24 Disposal of Non-Delivery Cargo

(1) If the consignee refuses or fails to take delivery of the shipment within the prescribed period after its arrival at the airport of destination, SCAL or its ground service agent will endeavor to comply with any instructions of the shipper set forth on the face of the air waybill, or in the shipment record. If such instructions are not so set forth or cannot reasonably be complied with, SCAL or its ground service agent shall notify the shipper of the consignee's failure to take delivery and request his handling instructions.

(2) SCAL may take measures in accordance with the provisions set forth in carrier's regulations applicable to the disposition of non-delivery cargo in the following cases:

- 1.failure to take delivery of the shipment within 14 days of receipt of consignment at destination;
2. failure to receive instructions from the consignor within 3 months of receipt of consignment at destination;
3. refusal of consignee to accept delivery or to pay the relevant payments incurred;
- 4.failure to notify the consignee at the address stated in the air waybill.

(3) SCAL or its ground service agent will handle the cargo which cannot be delivered as per the regulations of local customs.

(4) The shipper should pay for all the charges and fees caused by the cargo, which cannot be delivered, including the fees caused by the transport of the cargo back to the destination station and the consignee should have joint

liability.

(5) If the cargo consisting perishable goods faces deterioration due to the flight delay; unclaimed cargo; the consignee refuses to collect the cargo or other reasons, SCAL or its ground service agent has the right to handle as per the requirements of local customs without previous notice.

CHAPTER 8 CARRIAGE OF SPECIAL CARGO

Art. 25 Carriage of Special Cargo

(1) Shipments to be termed as "Special Cargo", which SCAL accept, refer to dangerous goods, live animals, perishables and valuable cargo, etc. which are approved for transport by CAAC.

(2) The carriage of special cargo must be in compliance with the conditions set forth in the regulations of SCAL and relevant states applicable to the carriage of special cargo. The shipper shall be liable to and indemnify SCAL or any other party to whom SCAL is liable for all damage occasioned by non-observance of the regulations aforementioned.

(3) The special cargo must be packed in accordance with the provisions in SCAL's regulations applicable to the packing requirements of special cargo.

(4) Special cargo is acceptable only under SCAL's approval, and arrangement must be made in advance.

(5) The shipper and the consignee shall deliver and take delivery of special cargo at the place designated by SCAL.

(6) The carriage of special cargo whose nature is of more than one class or division shall be in compliance with the regulations of the respective class or division simultaneously.

CHAPTER 9 CHARTERS

Art. 26 Charters

(1) The charterer may apply to SCAL for chartered flights, a charter agreement is signed therewith by both sides.

(2) Both the charterer and SCAL shall undertake their respective responsibilities, rights, and obligations prescribed in a charter agreement except for any reason beyond their control or not reasonably to be foreseen, anticipated, and predicted.

(3) The Shipper's Letter of Instruction or the Air Waybill shall be filled out for each chartered flight as documentary evidences of the carriage.

(4) The charterer and SCAL may determine whether attendants will be needed according to the nature of goods. The attendants will purchase tickets by the charter agreement and go through the prescribed check- in and boarding formalities.

(5) In the event of modification to the charter agreement, the charterer shall pay to SCAL the relevant charges occurred in carrying out the charter agreement.

(6) Any space of the chartered flights may be fully utilized by the charterer, nevertheless the maximum allowable traffic loads must not be exceeded. If SCAL needs to utilize the unused space of the chartered flight, he shall consult with the charterer.

CHAPTER 10 CLAIM, LIABILITY AND INDEMNITY

Art. 27 Claim

(1) In the case of damage or delay to goods, a complaint is made to SCAL in writing by the shipper or the consignee.

1. In the case of damage to the goods, at the latest within fourteen (14) days in written form from the date of receipt of the goods;

2. In the case of delay, at the latest within twenty-one (21) days in written form from the date on which the goods were placed at the disposal of the person entitled to delivery;

3. In the case of non-delivery of the goods, within one hundred and twenty (120) days in written form of the date of filling of the air waybill.

(2) Every complaint must be made in writing upon the document of transport or by separate notice dispatched within the periods prescribed in the preceding paragraph.

(3) Failing to make complaint within the periods provided in paragraph 1 of this Article, the consignee or the shipper shall be deprived of the right to claim compensation from SCAL, save in the case of fraud on the part of SCAL.

(4) For the claimed settlement which does not meet the convention; laws and regulations, SCAL should give a clear reply to the shipper within specified time limit.

Art. 28 Carrier' s Liability

(1) SCAL shall be liable for the destruction or loss of, or damage to any

cargo, if the occurrence took place during the transport by air, excepted for the liability which SCAL is excluded by convention; laws and regulations.

Unless otherwise stipulated, the "period of the transport by air" refers to the whole period during which the cargo is in the charge of SCAL or its ground service agent, between the departure airport and destination airport as stipulated in air waybill.

(2) SCAL shall be liable for damage occasioned by delay in the transport by air of cargo; provided that SCAL is not liable if he proved that he and his servants or agents have taken all necessary measures to avoid the damage or that was impossible for him or them to take such measures.

(3) SCAL is not responsible for the direct or indirect loss caused by force majeure or the case that the convention; laws and regulations are followed. When the shipped cargo is subject to certain kind of cargo that SCAL prohibited or against appropriate law and regulations, SCAL will refuse to transport and will not be responsible for this.

(4) SCAL is not liable if he proves that the destruction or less of, or damage to, the cargo resulted solely from one or more of the following:

1. Inherent defect, quality or vice of that cargo;
2. Defective packing of that cargo performed by a person other than SCAL or his servants or agents;
3. Internal articles short or damaged with perfect packaging and sealing marks unchanged;
4. Rational spoilage of goods;
5. An act of war or an armed conflict;
6. An act of public authority carried out in connection with the entry, exit or transit of the cargo.
7. Force majeure.

(5) Carrier shall not be liable for any consequential damage sustained in the event of destruction or loss of, or damage to, or delay in the carriage of cargo.

(6) SCAL is not liable for the decay or deterioration of the cargo due to the change of weather; temperature or altitude or other normal cases or the transport time is within the due date.

(7) SCAL will not be liable for any loss, damage or expense arising from death due to natural causes or death or injury of any animal caused by the conduct or acts of the animal itself or of other animals such as biting, kicking, goring or smothering, nor for that caused or contributed to by the condition, nature or propensities of the animal, or by defective packing of the animal, or by the inability of the animal to withstand unavoidable changes in its physical environment inherent in the carriage by air.

(8) SCAL is not liable for any damage, delay or loss in connection with the carriage of cargo with attendants, unless such damage, delay or loss is proved to have been caused by the default of SCAL. In no event will SCAL be liable for death or injury to an animal attendant caused or contributed to by the condition, conduct or acts of animals.

(9) In the transport of cargo, if the carrier proves that the destruction, loss, damage or delay was caused by or contributed to the fault of the person claiming compensation, or the person from whom he derived his right, SCAL shall be exonerated from his liability.

(10) SCAL is not liable for any loss or damage arising from the exercise of shipper's right of disposition, unless such loss or damage is proved to have been caused by the willful default of SCAL.

(11) Unless otherwise stated, SCAL is not liable for the indirect loss caused by the damaged cargo or caused by the transport under this condition

including the loss of turnover; profits; interest or income; missed opportunities; currency risk; reduction of output or administrative punishment and etc. , no matter whether SCAL knows about the possibility of above-mentioned loss.

(12) Whenever the liability of SCAL is excluded or limited under these conditions, such exclusion or limitation shall apply to agents, servants or representatives of SCAL and also to any carrier whose aircraft or other means of transportation is used for carriage.

(13) Carriage to be performed under one contract of carriage by several successive carriers is regarded as a single operation. In the case of transport to be performed by various successive carriers, each carrier shall be deemed to be one of the contracting parties to the contract of transport, and assume liability in so far as that part of the transport is concerned which is performed by it in accordance with the contract.

Art. 29 Indemnity

SCAL's extent of liability is decided by the applicable convention and law. The following items are applicable unless otherwise stated by the applicable convention or law, which is stated for the profit of the legal claimant.

(1) If the shipper has made a special declaration of value for carriage and has paid the valuation charges, any liability shall in no event exceed such declared value for carriage as the loss incurred in course of carriage. SCAL, who can prove that the actual loss or damage is below the declared value, will indemnify the shipper for the actual loss or damage.

(2) As per regulations of Warsaw Convention, Hague Protocol and the Montreal Convention, for the cargo without a special declaration of value for carriage, the liability of SCAL shall not exceed 22. Special Drawing Rights

(SDRs) per kilogram. SCAL, who can prove that the actual loss or damage is below such liability of carrier for damage, will indemnify the shipper for the actual loss or damage.

(3) In the case of destruction, loss, damage or delay of part of the shipment, or of any object contained therein, the weight to be taken into consideration in determining the amount to which SCAL's liability is limited shall be only the weight of the package or package concerned. Nevertheless, when the destruction, loss, damage or delay of part of the shipment, or of an object contained therein, affects the value of other packages covered by the same air waybill, the total weight of such package or packages shall also be taken into consideration in determining the limit of liability. In the absence of proof to the contrary, the value of any such part of the shipment destroyed, lost, damaged or delayed as the case may be, shall be determined by reducing the total value of the shipment destroyed, lost, damaged or delayed has to the total weight of the shipment.

(4) Claimant should provide with the actual value proof of the cargo when lodging the claim.

(5) The insurance company should make compensation for the cargo lost in transportation, which insured air transport insurance, in line with related rules.

CHAPTER 11 LEGAL ACTION

Art. 30 Legal Action

(1) The time limit for legal action for air transport dispute is 2 years. Reckoned from the date of civil aircraft arrival at the destination, or from the date on which the aircraft ought to have arrived, or from the date on which the transportation stopped, if the legal action is not brought within this period, the right to damages shall be extinguished. The method of

calculating the period of limitation shall be determined by the law of the Court to which the case is submitted.

(2) In the event of destruction or loss of, or damage to, or delay in the carriage of cargo which is performed by various successive carriers, the consignor shall have a right of action against the first carrier, and the consignee shall have a right of action against the last carrier, and further, each may take action against the carrier who performed the transportation during which the destruction, loss, damage, or delay took place.

(3) In relation to the transport performed by the actual carrier, an action may be brought against that carrier or the contracting carrier separately, or against both together; the carrier against whom an action has been brought shall have the right to require the other carrier to join in the proceedings.

(4) The Chinese law is applicable for the dispute derived from this condition or related to this condition. Under the precondition that the convention is applicable, the lawsuit about the loss can be exercised at the local court where SCAL head quarter located; or the court where the SCAL branch located, where the contract is signed, or at the place within the governance of the destination court according to the selection the claimer.

CHAPTER 12 EFFECTIVENESS, MODIFICATION AND INTERPRETATION

Art. 31 Effectiveness

This provision takes effects since the day it issued.

Should some items of this provision are considered invalid or cannot be performed as per applicable law, other items of this provision remain effective.

Art. 32 Modification

Sichuan Airlines reserves the right to modify any articles contained in these Conditions without notice in accordance with the procedures prescribed by CAAC. However, no such modification shall apply to a contract of carriage after the date of issuance of the air waybill by carrier.

The agents, employees or representatives of Sichuan Airlines have no right to change, modify or give up any item of this provision.

Art. 33 Interpretation

The Conditions will be responsibly interpreted by Sichuan Airlines.