

SHIPPER'S INSTRUCTIONS FOR ISSUING AN INTERNATIONAL AIR WAYBILL

Name and address of shipper		Account number		Air Waybill number							
				<div style="display: flex; justify-content: space-between; align-items: center;"> <div style="font-size: 2em; font-weight: bold;">Australian air Express</div> </div> <p style="text-align: center; font-weight: bold; margin-top: 10px;">INSTRUCTIONS FOR SHIPPER</p> <p style="text-align: center; font-size: 0.9em;">Please complete this document clearly and accurately, to enable Australian Air Express to complete an Air Waybill on your behalf.</p> <p style="text-align: center; font-size: 0.8em;">The shaded areas are to be completed only by Australian Air Express or its Agent.</p> <p style="text-align: center; font-size: 0.8em;">Please read the Conditions on the reverse and also bottom of this page before signing and dating below.</p>							
Contact name:											
Phone:											
Name and address of receiver											
Contact name:											
Phone:											
Airport of departure		Requested routing				Accounting information					
To	First carrier	To	Carrier	To	Carrier	Currency	Payment of charges		Declared value for carriage	Declared value for customs	
								<small>Weight and valuation charges</small> <input type="checkbox"/> CASH will be paid <input type="checkbox"/> COLLECT from <input type="checkbox"/> CHARGE to my account <input type="checkbox"/> CHARGE consignee			
Airport of destination		Booked Flight / date		Flight / date		Amount of Insurance		INSURANCE - If the Carrier offers insurance and such insurance is requested in accordance with the Conditions on the reverse hereof, indicate the amount to be insured in figures in box marked 'amount of insurance'.			
Pick up date:								Handling information			
Pick up time:											
Pick up address:											
No. of pieces & RCP	Actual gross weight	Kg or Lb	Rate class	Commodity Item No.	Chargeable weight	Rate / Charge	Total	Nature and quantity of goods			
Total	Total							Dimensions of cargo			
Prepaid		Collect				Other charges					
Weight charge						Ins. prem.:		Cartage:			
Valuation charge						AWB. fee:					
Tax						<ol style="list-style-type: none"> 1. The shipper hereby authorises Australian Air Express to complete the Air Waybill and other necessary documents in connection with despatch, carriage and delivery of goods on behalf of the sender under the provisions of the relevant articles of the carriers' general conditions of carriage. Pending completion of such necessary document/s this document shall, for the purposes of the Convention (as defined overleaf) be the Air Waybill. 2. The shipper hereby declares that particulars shown hereon and furnished by him or his agent are correct and that he is aware of and accepts the general conditions of carriage more particularly referred to overleaf. 3. The shipper also acknowledges that he has been given the opportunity to take out comprehensive insurance on these goods. 4. If any part of the shipment contains dangerous goods, such part is properly described by name and is in proper condition for carriage by air in accordance with the International Air Transport Association Dangerous Goods Regulations. Goods having explosive, corrosive, flammable, poisonous or other hazardous characteristics must be accompanied by a Shipper's Certification for Dangerous Goods. <p style="font-size: 0.7em; margin-top: 5px;">The conditions of contract on the reverse hereof, including the conditions of carriage referred to in those conditions of contract, apply not only to carriage between airport of departure and airport of destination but also to all other carriage referred to in those conditions of contract and all other services provided by the carrier.</p>					
Total other charges due agent						Signature of Shipper or Agent		Date			
Total other charges due carrier						Port		Time		Date	
Total prepaid		Total collect									
Signed for Australian Air Express											

IMPORTANT INFORMATION

This Air Waybill is subject to the Conditions of Contract produced below. In the event that Australian air Express is a Carrier as defined in clause 1 of the Conditions of Contract, the Carrier's conditions of carriage referred to in clause 2(b)(iii) in the Conditions of Contract are the general conditions of carriage for cargo of Australian air Express, a copy of which may be inspected at the head office of Australian air Express in the capital city of the state or territory from which the goods are consigned.

NOTICE CONCERNING CARRIERS' LIMITATION OF LIABILITY

IF THE CARRIAGE INVOLVES AN ULTIMATE DESTINATION OR STOP IN A COUNTRY OTHER THAN THE COUNTRY OF DEPARTURE, THE WARSAW CONVENTION (INCORPORATING THE MONTREAL PROTOCOL NO. 4) MAY BE APPLICABLE AND THE CONVENTION GOVERNS, AND IN MOST CASES LIMITS THE LIABILITY OF THE CARRIER IN RESPECT OF LOSS, DAMAGE OR DELAY TO 17 SPECIAL DRAWING RIGHTS ("SDR") PER KILOGRAMME, UNLESS A HIGHER VALUE IS DECLARED IN ADVANCE BY THE SHIPPER AND A SUPPLEMENTARY CHARGE PAID IF REQUIRED.

THE LIABILITY LIMIT OF 17 SPECIAL DRAWING RIGHTS PER KILOGRAMME IS APPROXIMATELY USD\$21.00 PER KILOGRAMME ON THE BASIS OF USD\$1.24 PER SDR.

CONDITIONS OF CONTRACT

1. As used in this contract "Carrier" means all air carriers that carry or undertake to carry the goods hereunder or perform any other services incidental to such air carriage, "Warsaw Convention" means the Convention for the Unification of certain Rules relating to International Carriage by Air, signed at Warsaw, 12 October 1929, or that Convention as amended at The Hague, 28 September 1955, which ever may be applicable.
2. (a) Carriage hereunder is subject to the rules relating to liability established by the Warsaw Convention unless such carriage is not "international carriage" as defined by that Convention;
(b) to the extent not in conflict with the foregoing, carriage hereunder and other services performed by each Carrier are subject to:
 - (i) applicable laws (including national laws implementing the Convention), government regulations, orders and requirements.
 - (ii) provisions herein set forth, and
 - (iii) applicable tariffs, rules, conditions of carriage, regulations and timetables (but not the times of departure and arrival therein) of such carrier, which are made part hereof and which may be inspected at any of its offices and at airports from which it operates regular services. In transportation between a place in the United States or Canada and any place outside thereof the applicable tariffs are the tariffs in force in those countries.
3. The first Carrier's name may be abbreviated on the face hereof, the full name and its abbreviation being set forth in such Carrier's tariffs, conditions of carriage, regulations and timetables. The first Carrier's address is the airport of departure shown the face hereof. The agreed stopping places (which may be altered by the Carrier in case of necessity) are those places, except the place of departure and the place of destination, set forth on the face hereof or shown in the Carrier's timetables as scheduled stopping places for the route. Carriage to be performed hereunder by several successive carriers is regarded as a single operation.
4. Except as otherwise provided in the Carrier's tariffs or conditions of carriage, in carriage to which the Warsaw Convention does not apply the Carrier's liability shall not exceed 17 SDR or the equivalent per kilogramme of goods lost, damaged or delayed, unless a higher value is declared by the shipper and a supplementary charge paid.
5. If the sum entered on the face of the Air Waybill as "Declared Value for Carriage" represents an amount in excess of the applicable limits of liability referred to in the above Notice and in these Conditions and if the shipper has paid any supplementary charge that may be required by the Carrier's tariffs, conditions of carriage or regulations, this shall constitute a special declaration of value and in this case the Carrier's limit of liability shall be the sum so declared. Payment of claims shall be subject to proof of actual damages suffered.
6. (a) in cases of loss, damage or delay of part of the consignment, the weight to be taken into account in determining the Carrier's limit of liability shall be only the weight of the package or packages concerned.
(b) notwithstanding any other provisions, for foreign air transportation as defined in the US Federal Aviation Act, as amended, in case of loss or damage or delay of a shipment or part thereof, the weight to be used in determining the Carrier's limit of liability shall be the weight which is used (or a pro rata share in the case of a part shipment loss, damage or delay) to determine the transportation charge for such shipment.
7. Any exclusion or limitation of liability applicable to the Carrier shall apply to and be for the benefit of the Carrier's agents, servants and representatives and any person whose aircraft is used by the Carrier for carriage and its agents, servants and representatives. For purposes of this provision the Carrier acts herein as agent for all such persons.
8. (a) The Carrier undertakes to complete the carriage hereunder with reasonable dispatch. The Carrier may substitute alternate carriers or aircraft and may without notice and with due regard to the interests of the shipper substitute other means of transportation. The Carrier is authorised to select the routing or to change or deviate from the routing shown the face hereof. This Subparagraph is not applicable to/from USA;
(b) The Carrier undertakes to complete the carriage hereunder with reasonable dispatch. Except within USA where carrier tariffs will apply. The Carrier may substitute alternate carriers or aircraft and may without notice and with due regard to the interests of the shipper substitute other means of transportation. The Carrier is authorised to select the routing or to change or deviate from the routing shown on the face hereof. This Subparagraph is applicable only to/from USA.
9. Subject to the conditions herein, the Carrier shall be liable for the goods during the period they are in its charge or the charge of its agent.
10. (a) Except when the Carrier has extended credit to the consignee without the written consent of the shipper, the shipper guarantees payment of all charges for carriage due in accordance with the Carrier's tariffs, conditions of carriage and related regulations, applicable laws (including national laws implementing the Convention), government regulations, orders and requirements;
(b) when no part of the consignment is delivered, a claim with respect to such consignment will be entertained even though transportation charges thereon are unpaid.
11. Notice of arrival of goods will be given promptly to the consignee or to the person indicated on the face hereof as the person to be notified. On arrival of the goods at the place of destination, subject to the acceptance of other instructions from the consignor prior to arrival of the goods at the place of destination, delivery will be made to, or in accordance with the instructions of the consignee. If the consignee declines to accept the goods or cannot be communicated with, disposition will be in accordance with instructions of the consignor.
12. (a) The person entitled to deliver must make a complaint to the Carrier in writing in the case
 - (i) of visible damage to the goods, immediately after discovery of the damage and at the latest within 14 days from receipt of the goods,
 - (ii) of other damage to the goods, within 14 days from the date of receipt of the goods,
 - (iii) of delay, within 21 days of the date the goods are placed at his disposal, and
 - (iv) of non-delivery of the goods, within 120 days from the date of the issue of the Air Waybill;
(b) for the purpose of Subparagraph (a) above a complaint in writing may be made to the Carrier whose Air Waybill was used, or to the first Carrier or to the last Carrier or to the Carrier who performed the transportation during which the loss, damage or delay took place;
(c) any rights to damages against the Carrier shall be extinguished unless an action is brought within two years from the date of 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.
13. The shipper shall comply with all applicable laws, and government regulations of any country to, from, through or over which the goods may be carried, including those relating to the packing, carriage or delivery of the goods, and shall furnish such information and attach such documents to this Air Waybill as may be necessary to comply with such laws and regulations. The Carrier is not liable to the shipper for loss or expense due to the shipper's failure to comply with this provision.
14. No agent, servant or representative of the Carrier has authority to alter, modify or waive any provisions of this contract.
15. At the request of the shipper, and if the appropriate premium is paid and the fact recorded on the face hereof, the goods covered by this Air Waybill are insured on behalf of the shipper under an open policy for the amount requested by the shipper as set out on the face hereof (recovery being limited to the actual loss or damage not exceeding the insured value) against all risks of physical loss of damage from any external cause whatsoever, except those arising directly or indirectly from war risks, strikes, riots, hostilities, legal seizure, delay, inherent vice, or insufficient packaging, and subject to the terms and conditions of such open policy which is available for inspection by the shipper at Australian air Express principal offices in each State and Territory of Australia. Claims under such policy must be reported immediately to an office of the Carrier.