



DEXPELL USA AIR FREIGHT TERMS

IMPORTANT NOTICE REGARDING CARRIERS' LIABILITY LIMITATION

If your shipment involves transportation to a destination or stops in a country different from the country of departure, the liability of the Carrier for any loss, damage, or delay to the cargo may be subject to the Montreal Convention or the Warsaw Convention. The applicable limitation of liability by the Carrier under these Conventions will be as described in subparagraph 4 unless a higher value is declared.

CONDITIONS OF CONTRACT

1. Definitions:

In this contract and the Notices provided herein:

CARRIER includes the air carrier issuing this air waybill and all carriers involved in transporting or undertaking to transport the cargo or providing related services for such transportation.

SPECIAL DRAWING RIGHT (SDR) refers to the Special Drawing Right as defined by the International Monetary Fund.

WARSAW CONVENTION denotes one of the following agreements relevant to the contract of carriage:

- a) The Convention for the Unification of Certain Rules Relating to International Carriage by Air, signed in Warsaw on 12 October 1929.
- b) The Hague Protocol of 1955, amending the Warsaw Convention.
- c) The Warsaw Convention as amended by Montreal Protocol No. 1, 2, or 4 (1975), as applicable.

MONTREAL CONVENTION refers to the Convention for the Unification of Certain Rules for International Carriage by Air, concluded in Montreal on 28 May 1999.

2. Application of Liability Rules:

2.1 Carriage is subject to the liability regulations established by either the Warsaw Convention or the Montreal Convention, unless such transportation does not qualify as "international carriage" according to the applicable Conventions.

2.2 All services provided by each Carrier, unless conflicting with the above, are governed by: Applicable laws and government regulations.

2.2.1 Provisions contained in the air waybill, Carrier's conditions of carriage, related rules, regulations, and tariffs (excluding the stated departure and arrival times), which are considered part of this contract and can be examined at any airports or cargo sales offices where regular services are operated by the Carrier. For shipments to/from the USA, shippers and consignees have the right to request a free copy of the Carrier's conditions of carriage. These conditions include, but are not limited to:

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- Limits on the Carrier's liability for loss, damage, or delay of goods, including fragile or perishable items.
- Restrictions on claims, including timeframes for filing claims or initiating actions against the Carrier or its agents.
- Rights of the Carrier to modify the contract terms.
- Rules regarding the Carrier's right to refuse transportation.
- Rights and limitations concerning service delays or failures, such as schedule changes, the use of alternative Carriers or aircraft, and rerouting.

3. Stopping Places and Successive Carriers:

The designated stop places (subject to potential changes by the Carrier in cases of necessity) are those places, excluding the departure and destination points, listed on the face of this contract or indicated in the Carrier's timetables as scheduled stopovers for the route. Carriage executed by multiple successive Carriers is treated as a single operation.

4. Liability Limitation:

For shipments not covered by the Montreal Convention, the Carrier's liability for lost, damaged, or delayed cargo will be limited to 19 SDRs per kilogram unless a higher monetary limit per kilogram is specified in any applicable Convention or the Carrier's tariffs or general conditions of carriage.

5. Shipper's Responsibilities and Guarantee of Payment:

5.1 Unless the Carrier has extended credit to the consignee with written consent from the shipper, the shipper is responsible for ensuring payment of all carriage charges in accordance with the Carrier's tariff, conditions of carriage, related regulations, applicable laws (including national laws implementing the Warsaw Convention and the Montreal Convention), government regulations, orders, and requirements.

5.2 In cases where the entire consignment is not delivered, a claim regarding such shipment will still be considered even if transportation charges remain unpaid.

6. Declaration of Higher Value for Cargo:

6.1 For cargo accepted for carriage, the Warsaw Convention and the Montreal Convention permit the shipper to increase the limitation of liability by declaring a higher value for the shipment and paying an additional charge if necessary.

6.2 For shipments not subject to the Warsaw Convention or the Montreal Convention, the Carrier will allow the shipper, in accordance with the procedures outlined in the Carrier's general conditions of carriage and applicable tariffs, to increase the limitation of liability by declaring a higher value for the cargo and paying an additional charge if required.

7. Determining Liability for Partial Cargo Loss, Damage, or Delay:

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7.1 In cases of loss, damage, or delay to only a part of the cargo, the Carrier's limit of liability will be based solely on the weight of the package or packages affected.

7.2 However, for "foreign air transportation" as defined by the U.S. Transportation Code:

7.2.1 In cases of loss, damage, or delay to an entire shipment, the weight used to determine the Carrier's limit of liability will be the weight used to calculate the carriage charge for that shipment.

7.2.2 In cases of loss, damage, or delay to part of a shipment, the weight specified in 7.2.1 will be proportionally allocated to the packages covered by the same air waybill that are affected by the loss, damage, or delay. The weight considered in cases of loss or damage to one or more articles within a package will be the weight of the entire package.

8. Liability of Carrier's Agents and Representatives:

Any exclusion or limitation of liability applicable to the Carrier will also extend to the Carrier's agents, employees, representatives, and any individuals or entities whose aircraft or equipment the Carrier employs for the transportation, along with their agents, employees, and representatives.

9. Timely Completion of Carriage and Routing:

The Carrier is committed to conducting the transportation with reasonable dispatch. Depending on applicable laws, tariffs, and government regulations, the Carrier may use alternative Carriers, aircraft, or modes of transport without prior notice while considering the interests of the shipper. The shipper authorizes the Carrier to choose the routing and all intermediate stopping places that it deems appropriate or to modify or deviate from the routing indicated in this contract.

10. Receipt and Claims:

10.1 Receipt of the cargo without objection will be considered as prima facie evidence that the cargo was delivered in good condition and in compliance with the terms of this contract.

10.2 In the event of loss, damage, or delay to the cargo, a written complaint must be submitted to the Carrier by the recipient of the cargo. The following time limits apply for such complaints:

- For damaged cargo: immediately after discovering the damage, but no later than 14 days from the date of receiving the cargo.
- For delays: within 21 days from the date the cargo was made available to the recipient.
- For non-delivery of the cargo: within 120 days from the air waybill's issuance date, or if no air waybill was issued, within 120 days from the date of receiving the cargo for transportation by the Carrier.

10.3 The complaint may be directed to the Carrier whose air waybill was used, the first Carrier, the last Carrier, or the Carrier responsible for the transportation during which the loss, damage, or delay occurred.

10.4 Failure to submit a written complaint within the specified time limits in 10.1 will result in the extinguishment of any rights to claim damages against the Carrier.

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10.5 Legal action for damages against the Carrier must be initiated within two years from the date of arrival at the destination, or the date on which the aircraft was scheduled to arrive, or the date the carriage was terminated.

11. Compliance with Laws and Regulations:

The shipper must adhere to all applicable laws and government regulations of any country involved in the transportation of the cargo, including regulations related to packing, carriage, and delivery of the cargo. The shipper is responsible for providing any necessary information and attaching required documents to the air waybill to comply with these laws and regulations. The Carrier shall not be liable for any loss or expenses incurred due to the shipper's failure to comply with this provision.

12. No Modification of Contract:

No agent, employee, or representative of the Carrier has the authority to alter, modify, or waive any provisions of this contract

APPROVING THE CONTRACT

PREPARED BY THE CONTRACT



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