

成都航空有限公司货物国际运输总条件

第一章 定义

第一条 定义

《成都航空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同一国境内的运输。

(三) 货物托运书

货物托运书是指托运人办理货物托运时填写的书面文件,是据以填开航空货运单的凭据。

(四) 航空货运单

航空货运单是指货物运输合同订立和运输条件以及承运人接受货物的初步证据。

(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

承运人是指包括发行航空货运单的承运人和运输货物、约定运输货物或者约定提供与此航空运输有关的任何其它服务的所有承运人。

(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

代理人是指经承运人授权，代表承运人从事与货物运输有关活动的任何人或者组织。

(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。

(十一) 收货人

收货人是指航空货运单收货人栏内所列名称的人，作为承运人的货物交付方。

(十二) 日

日是指日历日，一周包括七日。

第二章 适用范围

第二条 适用范围

(一) 本条件适用于成都航空有限公司(以下简称成都航)所从事的取酬的货物国际运输以及与此有关的服务。

(二) 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成都航同意接受的免费运输。

(三) 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。

(四) 在本条件中如果有与国际公约、国家法律和规定不一致的条款，以国际公约、国际法律和规定为准，但是，本条件的其余条款仍然有效。

(五) 除另有约定外，在成都航的货物运输规定中如果有与本条件不一致的条款，以本条件为准。

(六) 本条件不适用于航空邮件运输。

(七) 成都航的代理人、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。

第三章 货物托运

第三条 一般要求

(一) 托运人托运货物应当遵守国际公约、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承运人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.货物的包装适合于航空运输；

3.货物运输所必需的资料、文件齐备；

4.货物不危及航空器、人员或其它财产的安全；

5.货物不致烦扰旅客。

第四条 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) 托运人应当保护所托运货物的包装在运输过程中不致损坏、散失、渗漏；不致伤害人员、损坏和污染飞机、设备或其它货物、行李、邮件。

(三) 货物包装应当符合货物出发地和运输过程中有关国家的法律和

规定。

第五条 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、详细地址以及电话号码等运输标记。

(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) 托运人应当根据货物性质，按国家标准规定的式样，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。

第六条 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) 承运人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、高之和一般不得小于 40 厘米。

第七条 货物声明价值

(一) 货物声明价值是指托运人向承运人特别声明的其所托运的货物在目的站交付时的价值。

(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) 航空货运单上已经载明的货物声明价值不得变更。

(四) 托运人办理的货物声明价值超过每千克 20 美元或者其等值货币的，应当支付声明价值附加费。

第八条 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承运人的有关规定托运货物给承运人或者承运人对之负责的其他人造成的损失，托运

人应当承担责任。

(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，除由于承运人或者其受雇人、代理人的过错造成的外，托运人应当对承运人以及承运人对之负责的其他人承担责任。

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

(三) 托运人应保证赔偿因其原因可能使承运人或者承运人对之负责的其他人造成的损失。

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

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，应当向承运人预订航班。

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) 托运人托运货物应当填写航空货运单，连同货物一起交给承运人。

承运人根据托运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承运人或者承运人对之负责的其他人造成的所有损失，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，承运人可以不接受该航空货运单。

(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，承运人不承担更正或者补充的义务，经托运人授权，承运人可以尽其可能予以更正或者补充。

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

第五章 运价、运费和其它费用

第十一条 运价

(一) 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) 运价的使用应当符合承运人规定的运价使用条件。

第十二条 运费和其它费用

(一) 运费是指依据填开航空货运单当日承运人公布的有效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) 其它费用是指除运费以外，承运人依据规定收取的地面运输费、保管费以及退运手续费等项费用。

第十三条 运费和其它费用的支付

(一) 托运人应当使用承运人公布的货币支付运费和其它费用。

(二) 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，以及承运人的规定。收货人提取货物，应当支付所有到付运费和其它费用。

(三) 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的目的站，所有预付和到付运费和其它费用均为承运人的全部所得。

(四) 托运人应当保证支付由于以下原因可能使承运人承担的所有成本、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。

(五) 托运人或者收货人未支付运费和其它费用的，承运人可以依法留置货物，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，承运人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。

除海关等政府主管部门另有规定外，承运人可以对留置的货物做出拍卖的处理，用部分或者全部拍卖收入支付上述费用，但是此种拍卖不能免除托运人和收货人付款不足的责任。

(六) 托运人和收货人应当承担向承运人偿付与货物运输有关的税款、运费和其它费用以及承运人的垫付款的连带责任。

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

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) 承运人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，承运人不得收运。

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，承运人不得收运。

3.超出承运人运输能力的货物，承运人不得收运。

(二) 承运人可以对货物、货物包装、货物的资料、文件进行检查，但是承运人不承担此种检查的义务。但是，对于成都航提出检查要求的，托运人应当无条件接受成都航的检查。

承运人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) 承运人应当按照合理、快捷的原则安排货物运输路线。

(二) 承运人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) 货物运输时间经特别约定并在航空货运单上注明的，承运人应当按照约定的时间运输；没有特别约定的，承运人应当在合理的时间内运输。

(二) 承运人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) 承运人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，承运人可以在货物之间、货物和邮件或者旅客之间做出优先运输的安排。

(二) 因本条第一款优先运输导致其它货物未运输或者推迟、延误运输或者部分货物被卸下，承运人对由此造成的后果不承担责任。

(三) 承运人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。

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，有权行使以下变更运输的权利：在出发地机场或者目的地机场将货物提回，或者在经停站中止运输，或者在目的地或者经停站要求将货物交给非航空货运单上指定的收货人，或者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承运人或者承运人对之负责的其他人遭受损失，并应当偿付由此产生的费用。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，承运人应当拒绝办理。

(三) 托运人要求处置货物，应当以书面方式提出，并向承运人出示航空货运单托运人联。

(四) 承运人对托运人要求处置货物的指示不能执行的，应当立即通知托运人。

第二十条 承运人变更运输的权利

(一) 承运人可以不经通知改变航空货运单上注明的航班、航线、机型或者承运人。

(二) 由于无法控制或者不可预见的原因，承运人可以在不预先通知的情况下取消、变更、推迟、提前或者终止航班飞行，或者继续航班飞行而不载运全部或者部分货物。除法律另有规定外，承运人对由此造成的后果不承担责任。

(三) 在适当考虑托运人利益的情况下，承运人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) 承运人可以在任何时间、地点从一票货物中卸下部分货物后继续航班飞行。

(五)发生上述变更运输时,承运人应当及时通知托运人或者收货人。

第二十一条 终止运输

(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,承运人有权中止该票货物的运输。必要时,承运人可以将此事件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下,承运人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,承运人可以在不预先通知的情况下中止运输并按照有关规定进行处理。

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,承运人应当及时向收货人发出货物到达通知。货物到达通知以通常方式发出,对于未收到或者未按时收到此通知的,承运人不承担责任。

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,或者承运人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,收货人应当在承运人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,应向承运人提出异议,有承运人按规定填写货运运输事故记录或者在航空货运单上注明,由双方签字或盖章。

(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，承运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。

(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。承运人可以根据费用支付情况有条件地移交航空货运单或者交付货物。

(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，承运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，承运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，承运人应当将收货人未提取货物的情况通知托运人，并要求托运人予以指示。

(二) 在下列情况下，承运人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. 收货人拒绝提取货物或者拒绝支付应付费用；
3. 按照航空货运单上所列收货人地址无法通知收货人。

(三) 托运人应当承担因收货人未提取货物而产生的所有费用，包括根据托运人指示运回货物所产生的费用。

(四) 承运人应当将无法交付货物的处理结果通知托运人。

第八章 特种货物运输

第二十五条 特种货物运输

(一) 特种货物包括、活体动物、鲜活易腐货物、贵重物品、灵柩等。

(二) 托运人托运特种货物，适用本章规定，本章没有规定的，适用

本条件的相关规定。

(三) 托运人托运特种货物，应当遵守承运人关于特种货物运输的规定。托运人因未遵守这些规定而给承运人以及承运人对之负责的其他人造成损失的，托运人应当承担责任，并对承运人运输此种特种货物而造成的损失给予赔偿。

(四) 特种货物的包装应当符合承运人关于特种货物包装的有关规定。

(五) 托运人托运特种货物应当事先与承运人联系，经承运人同意后，方可托运。

(六) 托运人和收货人应当在承运人指定的地点托运和提取特种货物。

(七) 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。

(八) 承运人运输特种货物，应当遵守特种货物运输的规定，还应当遵守普通货物运输的相关规定。

第九章 包机运输

第二十六条 包机运输

(一) 包机人向承运人申请包机，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，包机人和承运人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和航空货运单作为包机运输凭证。

(四) 包机人和承运人可视货物的性质确定押运员。押运员按照承运人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，应当支付承运人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。承运人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承运人提出索赔。

1. 货物明显损坏或者部分丢失的，发现后立即至迟应当自收到货物之日起 14 日内提出；

2. 其它货物损失的，应当自收到货物之日起 14 日内提出；

3. 货物延误运输的，应当自货物处置权交给指定收货人起 21 日内提出；

4. 收货人提不到货物的，应当自航空货运单填写之日起 120 日内提出。

(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) 除能证明承运人有欺诈行为以外，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，即丧失向承运人提出索赔诉讼的权利。

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，承运人应该承担责任，但是法律和规定免除责任的除外。

航空运输期间是指在机场内、民用航空器上或者机场外降落在任何地点，货物处于承运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承运人应该承担责任。但是，承运人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) 对下列原因造成的货物毁灭、遗失、损坏，承运人不承担责任：

1. 货物本身的自然属性、质量或者缺陷；
2. 承运人或者其受雇人、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。

(四) 因货物毁灭、遗失、损坏或者延误等造成的间接损失承运人不承担责任。

(五) 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，承运人不承担责任。

(六) 除能证明是由于承运人的过失造成的外，承运人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，承运人不承担责任。

(七) 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，应当根据造成或者促成此种损失的过错程度，相应免除或减轻承运人的责任。

(八) 除承运人故意行为以外，由于托运人的变更运输造成的货物损失，承运人不承担责任。

(九) 成都航为其它承运人的航班填开航空货运单，只能作为该承运人的代理人。对其它承运人的航班运输的货物发生毁灭、遗失、损坏或者延误，成都航不承担责任。

(十) 根据本条件免除或者限制承运人的责任时，此类免除或者限制同样适用于承运人的代理人、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。

(十一) 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

(一) 办理货物声明价值并支付了声明价值附加费的货物，承运人的赔偿责任限额为该货物声明价值。承运人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，承运人的赔偿责任限额为每千克 20 美元或者其等值货币。承运人能够证明货物的实际损失低于每千克 20 美元或者其等值货币的，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，确定承运人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。

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。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人承运人提起，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。

第十二章 生效、修改与解释

第三十一条 生效

本条件自 年 月 日起生效并实施。

第三十二条 修改

成都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。

第三十三条 解释

本条件由成都航空有限公司负责解释。

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Chengdu AIRLINES CONDITIONS OF INTERNATIONAL CARRIAGE FOR CARGO

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 Chengdu 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, 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

The document containing instructions by shipper for preparing documents and forwarding cargo, is the documentary evidence to fill out an air waybill.

(4) AIR WAYBILL

The document made out by or on behalf of the shipper which evidences the contract between the shipper and carrier(s) for carriage of goods over routes 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

Includes the air carrier issuing the air waybill and all carriers that carry or undertake to carry the cargo or to perform any other services related to such air carriage.

(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

Any person or organization authorized to act for or on behalf of carrier in relation to the carriage of cargo.

(10) SHIPPER

The person 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 whose name appears on the air waybill, as the party to whom the shipment is to be delivered by carrier.

(12) DAYS

CHAPTER 2 APPLICABILITY

Air. 2 Applicability

(1) These conditions shall apply to the international carriage of cargo, including all services incidental thereto, performed by Chengdu Airline for remuneration.

(2) 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 Chengdu Airlines.

(3) 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.

(4) In the event of inconsistency between the provisions involved in these conditions and the applicable international convention, national law, government regulations, orders and requirements, the latter shall prevail. The rest provision of these conditions shall remain effective.

(5) Except as otherwise provided, in case of divergence between these conditions and the provisions contained in the regulations of cargo transportation of Chengdu Airlines, these conditions shall prevail.

(6) These conditions do not apply to carriage in air mail.

CHAPTER 3 ACCEPTABILITY OF GOODS FOR CARRIAGE

Art. 3 General

(1) The Shipper is obligated to comply with all 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 carriers relating to the transportation of cargo.

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

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;

they are packed in a manner suitable for carriage by aircraft;

they are accompanied by the requisite shipping documents;

they are not likely to endanger aircraft , persons or property;

they are not likely to cause annoyance to passengers.

Art. 4 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 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 in accordance with applicable laws, government regulations, orders and requirements of any country flown from, to, or over.

Art. 5 Marking and Labeling

(1) Each package must be marked on the outside of the package with airport of origin, destinations, name and address of shipper and consignee, and telephone number, etc..

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

(3) 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 and in the format of national standards.

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

Art. 6 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) The carrier 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.

Art. 7 Declared Value

(1) Declared Value refers to a special declaration of interest which a shipper has made at the time when cargo was handed over to the carrier in delivery at destination.

(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 shipper shall not change the declared value for carriage stated on the air waybill.

(4) Consignments having declared value exceeding USD20.00 or equivalent per kg, will be assessed valuation charges according to the applicable regulations.

Art. 8 Shipper's Responsibility

(1) The shipper shall be liable for any damage which may be caused thereby to the carrier or to any other person to whom the carrier 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 am 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 the carrier 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 the carrier, his servants or agents.

The carrier 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 indemnify the carrier and any other person to whom the carrier is liable for all damage occasioned by the failure of the shipper to comply with these conditions.

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

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 shall make out an air waybill, and shall deliver such air waybill to carrier simultaneously with the cargo. Upon the request of the shipper, 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 person 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, need not be accepted by carrier.

(5) If the particulars and statements inserted by shipper are incorrectness or incompleteness, the carrier may be authorised to complete or correct the air waybill or particulars or statements to its best ability 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 RATES, FREIGHT CHARGES AND OTHER CHARGES AND FEES

Art. 11 Rates

(1) The 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) Rates will be used subject to the rules and conditions published in Chengdu Airlines's regulations and rate tariffs.

Art. 12 Freight Charges and Other Charges and fees

(1) The 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 carrier, 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) In addition to Freight Charges, Other Charges and fees are the amount charged for the surface transportation, for storage and for commission on withdrawing from transportation in compliance with carrier's regulations.

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

(1) The payment for the charges and other charges shall be made in the currency acceptable to carrier.

(2) 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 carrier. All charges and other charges collect to a collect shipment shall be paid by the consignee.

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

(4) The shipper shall also guarantee payment of all costs, expenditures, fines, penalties, loss of time, damage and other sums which carrier 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 licence or any required certificate or document, or any improper customs valuation, or incorrect statement of weight or volume.

(5) Carrier 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. Carrier 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.

Except as otherwise provided in the regulations of customs and other Government authorities, carrier shall have the right to dispose of the cargo to be had a lien upon at public or private sale, and to pay itself out of the proceeds of such sale any and all such amounts. No such sale shall however, discharge any liability to pay any deficiencies, for which the shipper and the consignee shall remain jointly and severally liable.

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

(7) Carrier 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.

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

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.

Carrier will not accept the shipment which is out of his handling capability.

(2) Carrier reserves the right to examine the contents, packaging, and documents of all shipments, but carrier shall be under no obligation to check such information or documents.

Nevertheless, the shipper shall accept unconditionally to be examined if the carrier requires to conduct examination.

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

Art. 16 Routings

(1) Carrier shall undertake to carry the cargo with reasonable and rapid despatch.

(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) Unless otherwise specifically agreed and so indicated in the air waybill, carrier undertakes to carry the cargo within the reasonable time limits, vice versa, carrier shall undertake to carry the cargo

on the basis of time so agreed.

(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, carrier is authorized to determine the priority of carriage as between shipments, and as between cargo and mail or passengers.

(2) If as a result of determining such priority prescribed in the preceding paragraph of this Article, cargo is not carried or carriage thereof is postponed or delayed or if any articles are removed from a shipment, carrier will not be liable to shipper or consignee or to any other party for any consequences therefor.

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

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 dispose of the cargo by withdrawing them at the airport of departure or destination, or by stopping them in the course of the journey on any landing, or by calling for them to be delivered at the place of departure, or in the course of the journey to a person other than the consignee named in the air waybill, or by requiring them to be returned to the airport of departure; provided that the shipper must not exercise this right of disposition in such a way as to prejudice the carrier or other shippers 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 or a single shipment record.

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

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

Art. 20 Carrier's Right of Disposition

(1) Carrier reserves the right without notice, to divert the flight, the route or routes, type of aircraft, and the carrier of the shipment, notwithstanding that the same may be stated in the air waybill.

(2) Carrier reserves the right without notice, to cancel, divert, postpone, delay or advance or terminate any flight, or to proceed with any flight without all or any part of the cargo, because of any fact beyond its control or not reasonably to be foreseen, anticipated, or predicted at the time the cargo was accepted. Except as otherwise specified in laws, carrier shall not be under any liability with respect thereto.

(3) Carrier is authorised to carry the consignment without notice wholly or partly by any means of surface transportation or to arrange such carriage.

(4) Carrier may decide to remove any articles from a shipment, at any time or place whatsoever, and to proceed with the flight without them.

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

Art. 21 Termination 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 therefor. The carrier may refer the cases to the competent authority if necessary.

The shipper may at his own expense dispose of the cargo which is so terminated by requiring the carrier to return it to the airport of departure if it is prepared fully in compliance with air transportation

conditions.

(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 terminated for carriage by carrier without notice.

CHAPTER 7 DELIVERY OF SHIPMENT

Art. 22 Notice of Arrival

Notice of arrival of the shipment will be sent to the consignee promptly, such notice will be sent by ordinary methods. Carrier is not liable for non-receipt or delay in receipt of such notice.

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 the carrier.

(4) In the case of loss or damage, delay to goods, the person entitled to delivery may make a complaint to carrier forthwith at the time of delivery. Every complaint must be made in writing upon the air waybill or by filling in Report to Damage or Loss with signing or sealing by both sides.

(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 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.

(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. Carrier may make delivery of the shipment or the air waybill conditional upon payment of these costs and charges.

(8) Carrier 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, carrier will endeavour 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, carrier shall notify the shipper of the consignee's failure to take delivery and request his instructions.

(2) Carrier 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:

failure to take delivery of the shipment within 14 days of receipt of consignment at destination;

refusal of consignee to accept delivery or to pay the relevant payments incurred;

failure to notify the consignee at the address stated in the air waybill.

(3) The shipper is liable for all charges and expenses resulting from or in connection with the failure to take delivery of the shipment, including all charges incurred in returning to the airport of departure, if so required by the shipper's instructions.

(4) Carrier will notify the shipper of the results of disposition of non-delivery cargo.

CHAPTER 8 CARRIAGE OF SPECIAL CARGO

Art. 25 Carriage of Special Cargo

(1) Shipments to be termed as "Special Cargo" refers to live animals, perishables, valuable cargo, and human remains, etc..

(2) When the shipper undertakes to deliver special cargo, the provisions of this Chapter shall apply. In respect of cases which are not regulated by this Chapter, other related provisions of these Conditions may apply.

(3) The carriage of special cargo must be in compliance with the conditions set forth in carrier's regulations applicable to the carriage of special cargo. The shipper shall be liable to and indemnify the carrier or any other person to whom carrier is liable for all damage occasioned by non-observance of the regulations aforementioned.

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

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

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

(7) 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.

(8) With respect of carriage of special cargo, carrier shall comply with regulations of special cargo on the basis of observance of the conditions relating to the carriage of general cargo.

CHAPTER 9 CHARTERS

Art. 26 Charters

(1) The charterer may apply to carrier for chartered flights, a charter agreement is signed

therewith by both sides.

(2) Both the charterer and carrier 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 and the Air Waybill shall be filled out for each chartered flight as documentary evidences of the carriage.

(4) The charterer and carrier 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 carrier 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 the carrier 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 carrier in writing by the shipper or the consignee.

Such complaint shall be made within the periods prescribed in the following paragraphs:

in the case of visible damage to or partial loss of the goods, immediately after its discovery and at the latest within fourteen (14) days from the date of receipt of the goods;

in the case of other damage to the goods, within fourteen (14) days from the date of receipt of the goods;

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

In the case of non-delivery of the goods, within one hundred and twenty (120) days of the date of

issue 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 the carrier, save in the case of fraud on the part of the carrier.

Art. 28 Carrier' s Liability

(1) The carrier 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 that the liability of carrier is excluded by laws and regulations.

The "period of the transport by air" refers to the whole period during which file checked cargo is in the charge of the carrier, whether in an airport or on board a civil aircraft, or, in the case of a landing outside the airport, in any place whatsoever.

(2) The carrier shall be liable for damage occasioned by delay in the transport by air of cargo; provided that the carrier 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) The carrier is not liable if he proves that the destruction or loss of, or damage to, the cargo resulted solely from one or more of the following:

Inherent defect, quality or vice of that cargo;

Defective packing of that cargo performed by a person other than the carrier or his servants or agents;

Internal articles short or damaged with perfect packaging and sealing marks unchanged;

Rational spoilage of goods;

An act of war or an armed conflict;

An act of public authority carried out in connection with the entry, exit or transit of the cargo.

(4) 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.

(5) Carrier 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.

(6) Carrier 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 carrier. In no event will carrier be liable for death or injury to an animal attendant caused or contributed to by the condition, conduct or acts of animals.

(7) 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, the carrier shall he wholly or partly exonerated from his liability in accordance with the extent of the fault that caused or contributed to such damage.

(8) Carrier 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 carrier.

(9) Chengdu Airlines issuing an air waybill for carriage over the lines of another carrier does so only as agent for such other carrier. Chengdu Airlines shall not he liable for the destruction, loss, damage or delay of cargo occurring on other carrier's lines.

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

(11) 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

(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. The carrier, 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) Unless the shipper has made a special declaration of value for carriage, liability of carrier shall not exceed 20USD or its equivalent per kilogram of cargo destroyed, lost, damaged or delayed. The carrier, 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 carrier'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.

CHAPTER 11 LEGAL ACTION

Art. 30 Legal Action

(1) The right to damages shall be extinguished if an action is not brought within two years, reckoned 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. 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.

CHAPTER 12

EFFECTIVENESS, MODIFICATION AND INTERPRETATION

Art. 31 Effectiveness

These conditions shall take effect on January 1, 2012

Art. 32 Modification

Chengdu 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.

Art. 33 Interpretation

The Conditions will be responsibly interpreted by Chengdu Airlines.