

## 1 Definitions

Except as otherwise provided herein, the terms below in *Xiamen Airlines General Conditions of Domestic Carriage for Cargo* shall have the following meanings:

1.1 CARGO means 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.

1.2 DOMESTIC CARRIAGE means any carriage in which, according to the contract of carriage, the place of departure, the place of destination and agreed stopping place(s) are situated in the People's Republic of China.

1.3 MF is the abbreviation of Xiamen Airlines (English name: XIAMEN AIRLINES, IATA membership code: MF, ICAO specified code: CXA, IATA settlement code: 731, Address: No. 22, Dailiao Road, Xiamen, Website: www.xiamenair.com.cn, www.xiamenair.cn).

1.4 SHIPPER' S LETTER OF INSTRUCTION means the written document filled out by the shipper when consigning cargo which is the documentary evidence to fill out an air waybill.

1.5 AIR WAYBILL means the document made out and signed by or on behalf of the shipper which evidences the contract between the shipper and the carrier(s) for carriage of goods over routes of the carrier(s).

1.6 SHIPMENT means one or more packages, pieces or bundles of cargo, receipted for under a single air waybill, for carriage to one consignee at one destination address.

1.7 CARRIER includes the air carrier issuing the air waybill or preserving the shipment record and all carriers that carry or undertake to carry the cargo or to perform any other services related to such air carriage.

1.8 AGENT means any person or organization authorized to act for or on behalf of the carrier in relation to the carriage of cargo.

1.9 SHIPPER means the person whose name appears on the air waybill, as the party contracting with the carrier for the carriage of cargo.

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

1.11 DECLARED VALUE refers to destination value declared to the carrier by the shipper when consigning the cargo.

1.12 VALUATION CHARGES means the fee paid by the shipper as required when declaring cargo value to the carrier.

1.13 VALID IDENTITY DOCUMENT means the documents, issued by the government authorities, presented by the shipper or the consignee when consigning or receiving cargo, such as ID card, passport, certificate of officers, certificate of police officers, certificate of soldiers, certificate of civilian soldiers, residence booklet, etc.

1.14 DAYS means full calendar days. A week is comprised of seven days.

- 1.15 SPECIAL CARGO refers to cargo that needs special handling during acceptance, storage, warehousing, transport and delivery due to the nature or value of the cargo.
- 1.16 ESCORTED CARGO refers to cargo that needs the shipper to send escort personnel to take care of and supervise during transport according to the nature of the cargo.
- 1.17 UNIT LOAD DEVICES means devices used on the aircraft to load cargo, mail and baggage, including all types of pallets, containers and auxiliary equipment.
- 1.18 ALTERATION OF CARRIAGE means the shipper or the carrier completely or partly alters the carriage of the consigned cargo.
- 1.19 CARGO TRANSPORT ACCIDENT RECORD means the document showing the unusual conditions of cargo presented by the carrier and recognized by the shipper or the consignee.
- 1.20 FOAM CARGO refers to cargo whose volume exceeds 6000cm<sup>3</sup>/kg.
- 1.21 LOSS refers to the loss, damage, shortage, deterioration, contamination of cargo during transport or when other related service is offered by the carrier.
- 1.22 CHARTERER means the person who signs a charter carriage agreement with the carrier and charters the carrier's aircraft for cargo transport accordingly.
- 1.23 CARRIER'S REGULATIONS refers to effective administrative regulations about cargo transport the carrier published on the day of air waybill issuance, except the carrier's general conditions of carriage, including effective applicable rate.
- 1.24 PACKAGING means the operation process to wrap up or fix an article.
- 1.25 PACKAGE refers to cargo that has been packed, including outer packing and contents to be carried.

## **2 Applicability**

- 2.1 Except as provided in Provision 2.2, 2.3, 2.4, 2.5 and 2.6 of these Conditions, these Conditions shall apply to all domestic carriage of cargo performed by Xiamen Airlines for reward, except specially controlled domestic routes.
- 2.2 These Conditions also apply to gratuitous carriage except to the extent that Xiamen Airlines has provided otherwise in the conditions, contracts and air waybills of gratuitous carriage.
- 2.3 With respect to carriage of cargo performed pursuant to a charter contract, these Conditions shall only apply to the conditions contained or referred to in such charter contract and provisions of the air waybill.
- 2.4 To the extent that any provision contained or referred to herein is contrary to anything contained in any applicable national laws and administrative regulations, such provision shall not apply. The invalidity of any provision shall not affect the validity of any other provision of these Conditions.
- 2.5 Except as provided herein, in the event of inconsistency between these Conditions and the provisions contained in the regulations of cargo carriage of Xiamen Airlines, these Conditions shall

prevail.

2. 6 These Conditions do not apply to carriage of air mail.

### **3 Consignment of cargo**

#### **3.1 General requirements**

3.1.1 The shipper is obligated to comply with all national laws, government regulations, orders and requirements and applicable regulations about cargo packing and shipping of Xiamen Airlines. When necessary, the shipper shall present documents concerned with the cargo to be shipped and be responsible for authenticity and accuracy of the documents presented.

3.1.2 The shipper shall fill out Shipper's Letter of Instruction, be responsible for correctness of declaration and description of cargo, and sign or seal the SLI. If the loss of the carrier or any other person to whom the carrier is liable is caused by the non-compliance, incorrectness or incompleteness of SLI, the shipper shall bear the compensation responsibility.

3.1.3 The shipper shall satisfy the following requirements when consigning the cargo:

- a) Cargo is not banned from transport by national laws;
- b) Cargo is packed in a manner suitable for carriage by air;
- c) Requisite effective certificates shall be attached, for cargo with government restrictions for carriage and those that have to go through public security procedures and quarantine inspections, etc.;
- d) Cargo is not likely to endanger aircraft, persons and property or cause annoyance to passengers.

3.1.4 Unless otherwise agreed, Xiamen Airlines does not carry cargo with declared value exceeding stipulated limit.

3.1.5 The shipper shall conduct different consignment procedures for cargo with different carriage conditions or conflicting natures.

#### **3.2 Cargo packaging**

3.2.1 The shipper shall ensure that the packaging of consigned cargo in course of carriage would not be damaged, loose and leaked; and the packaging would not damage and pollute aircraft, equipment and other objects.

3.2.2 The shipper shall use proper materials for internal and external packaging and packaging form which is suitable for air transport in accordance with the nature, weight of cargo and transport environment. Relevant measures shall be taken for delicate, fragile, shock-sensitive, pressure-sensitive, irreversible cargo.

3.2.3 No dangerous goods, goods banned or restricted from transport by government, valuables, confidential papers/data can be concealed in the package.

3.2.4 When the shipper consigns aquatic products and live animals, their packaging standards

shall meet civil aviation industry standards of PRC.

3. 2. 5 Xiamen Airlines passenger or cargo airplanes do not carry cargos packaged with straw bags or enlaced with straw ropes.

### 3. 3 Cargo marking and labeling

3. 3. 1 Each package must be marked on the outside of the package with the station of departure, destination, the shipper's and the consignee's company, name, address and telephone number, etc.

3. 3. 2 Air transport indication mark(s) shall be affixed to the outside of the package according to the nature of the goods and in the national specified format.

3. 3. 3 Any used mark(s) and label(s) on the original package shall be removed.

3. 3. 4 Identification label(s) shall be affixed or attached to each package of the shipper.

### 3. 4 Cargo weighing

3. 4. 1 The cargo weight is measured by gross weight. The unit of measurement is kilogram. Odd amount less than 1kg shall be rounded off. Weight of an air waybill less than 1kg shall be calculated as 1kg.

3. 4. 2 Weight of valuables shall be calculated with actual gross weight, measurement unit being 0.1kg.

3. 4. 3 Foam cargo shall be calculated with 6000 cubic centimeters equaling to 1kg.

### 3. 5 Cargo weight and dimension

3. 5. 1 Weight of each cargo consigned by the shipper shall generally not exceed 80kg, dimension generally not exceed 40\*60\*100cm. Weight of each cargo carried by ULDs on a wide-bodied aircraft shall generally not exceed 250kg, dimension generally not exceed 100\*100\*140cm. For cargo exceeding the above weight and dimension, the carrier shall define the limits of weight and dimension according to routes, aircraft types, and facilities at the airports of departure, transfer and destination.

3. 5. 2 The sum of length, width and height for each package shall not be less than 40cm. Package dimension shall be calculated with the highest, widest and longest parts, with centimeter as unit and rounding off amount under centimeter.

### 3. 6 Responsibilities of the shipper and the consignee

3. 6. 1 The shipper shall be liable for consequences caused by cargo consigned in violation of applicable national laws, government regulations, orders and requirements and relevant regulations of Xiamen Airlines.

3. 6. 2 In the case of cargo consigned by the shipper which does not conform to the description of cargo listed on the air waybill, including: concealing dangerous goods, goods banned or restricted from transport by government, or mistaken/concealed report of cargo nature, Xiamen Airlines shall handle these cases according to the following rules:

a) Cease transport at the station of departure and notify the shipper without returning freight charges;

b) Cease transport at the transfer station and notify the shipper without returning the prepaid

freight. As for the cargo which does not conform to the description, fFreight charges for the actual transported distance shall be re-charged ~~without returning the prepaid freight;~~

- c) Cease transport at the destination station and re-charge the whole course freight;
- d) Report to relevant government departments for handling when necessary.

3.6.3 The consignee shall indemnify for any loss of Xiamen Airlines or third party caused by fault of the consignee.

3.6.4 When using ULDs of Xiamen Airlines to load cargo, the shipper shall comply with relevant regulations of Xiamen Airlines, and shall indemnify for any loss caused by the shipper's violation of these regulations.

### 3.7 Cargo security check

3.7.1 All the consigned cargo shall go through the security check conducted by the carrier and relevant departments. Any cargo that the shipper requires to ship in 24 hours shall be package-open checked or screened.

3.7.2 If necessary, Xiamen Airlines can check the relevant document or even open the package, but has no obligation for checking.

## 4 Special cargo

### 4.1 Type of special cargo

Special cargo includes urgent cargo, biological products (non-hazardous), plants and plant products, live animals, ashes, coffins, dangerous goods, perishable goods, valuable goods, arms and ammunition, escorted cargo, etc.

### 4.2 Acceptance requirements

Special cargo is acceptable only under the approval of Xiamen Airlines and the flight and date shall be reserved in advance. Special cargo transport shall comply with the regulations of general cargo transport as well as the following relevant regulations.

#### 4.2.1 Urgent cargo

Urgent cargo can be accepted after the shipper obtains consent from Xiamen Airlines and charged accordingly.

#### 4.2.2 Biological products (non-hazardous)

4.2.2.1 Xiamen Airlines shall not transport biological products such as strain and strain medium that are harmful to humans, animals and plants without CAAC approval.

4.2.2.2 The shipper shall provide no-bacteria/non-poisonous certificates of biological products such as vaccine, bacteria, antibiotics, blood serum that are artificially refined and have gone through aseptic processing.

#### 4.2.3 Plants and plant products

Plant Quarantine Certificate issued by plant quarantine agencies of county level or above shall be

presented by the shipper for carriage of plants and plant products.

#### 4. 2. 4 Live animals

a) Carriage of animals shall conform with applicable national regulations. The shipper shall provide quarantine certificate issued by county (or above) quarantine agencies. When an animal under national protection is consigned, approval by relevant government departments is required. When an animal within market management is consigned, certificate from the market management agency is required;

b) The shipper shall fill out Live Animal Consignment-Shipper Certificate;

c) The shipper shall send animal attendants to escort animals that need special care or in large quantity;

d) The package of live animals shall be easy to load and unload as well as conforming with the animals' nature and requirements of air transportation, preventing the animals from damaging, escaping and reaching outside. The package shall also be well ventilated to prevent suffocation of the animals. There shall be facilities to prevent leaking of animal excrements from their excretory organs to the bottom of the package;

e) The outer packing shall mark methods of care and points for attention during transport;

f) The shipper and the consignee shall consign and pick up the cargo of live animals at airports and be responsible for tending before transport and after arrival;

g) For live animal transport with special requirements, the shipper shall present such requirements to the carrier or provide instructions on the site;

h) Transport restrictions:

1) Except as otherwise provided, Xiamen Airlines shall not use connecting transport for live animals;

2) Xiamen Airlines shall not accept a pregnant animal or an animal that gives birth within 72 hours prior to departure, unless there is permission given by relevant departments indicating that there is no possibility for the animal to give birth during transport. However, Xiamen Airlines assumes no responsibility of safe transport for such animals;

3) Insects (e.g. bee, silkworm, etc.), reptiles (e.g. snake, scorpion, marmot, etc.) or animals with special and bad smell are forbidden on flights of Xiamen Airlines, unless prior consent is obtained.

#### 4. 2. 5 Ashes

a) The shipper shall present death certificate issued by hygiene department and cremation certificate issued by funeral and interment department;

b) Ashes shall be packed in a sealed plastic bag or other sealed containers, with wooden outer package, and then wrapped up with cloth.

#### 4. 2. 6 Coffins

a) The shipper shall present medical death certificate issued by hospital, corpse processing certificate issued by interment management organization, and death certificate issued by notarization

organization and transport permit issued by relevant organizations to make consignment;

- b) Corpse shall be non-infectious;
- c) Corpse has gone through antiseptic process and is within the antiseptic time limit;
- d) Corpse shall firstly be put into a thick plastic bag and sealed, then put into a sealed metal box, inside which there is some moisture-absorbing material such as sponge. The metal box shall be welded with zinc so that there are no seams, preventing leaking of smell and liquid. Outside the metal box, a wooden case with loops shall be put for convenient loading/unloading.

#### 4. 2. 7 Dangerous goods

4. 2. 7. 1 Except the dangerous goods specified in Dangerous Goods Air Transport Permit approved by the CAAC, no dangerous goods are allowed to be transported by Xiamen Airlines domestic, regional or international flights. Except the dangerous goods specified in ICAO *Technical Instructions for the Safe Transport of Dangerous Goods by Air* (Doc 9284), no dangerous goods are allowed to be transported via baggage and mail.

4. 2. 7. 2 Transport of dangerous goods shall conform to effective ICAO *Technical Instructions for the Safe Transport of Dangerous Goods by Air* (Doc 9284) as well as *Civil Aviation Regulations on Dangerous Goods Transport* (CCAR-276-R1).

#### 4. 2. 7. 3 Ammunition

Unless approved by the CAAC, Xiamen Airlines does not transport ammunition.

- a) Ammunition is specially regulated goods;
- b) When the shipper consigns ammunition, permit issued by public security bureau of the county/city where the shipments depart or arrive or approval certificate issued by the national superintendent department, shall be presented;
- c) The packaging of ammunition shall be solid and tight with sealing mark;
- d) Firearms and ammunition shall be packed separately and transported by different flights.

#### 4. 2. 8 Perishable goods

a) When consigning live and perishable goods, the shipper shall provide maximum allowed transport time limit and storage instruction and go through consignment procedure in accordance with the appointed place and time. Except otherwise agreed, allowed transport time limit shall not be less than 24 hours (calculated from 2 hours prior to estimated time of departure);

b) Quarantine certificate shall be presented for perishable goods that need to pass quarantine by government regulations;

c) The packaging shall conform with the nature of perishable goods so as not to damage or contaminate airplane, equipment or other objects;

d) For perishable goods that need special tending, the shipper shall provide necessary equipment and designate personnel to escort if necessary;

e) In the process of transporting, keeping and warehousing the perishable goods, relevant fees of



protective measures took by the carrier shall be paid by the shipper or the consignee.

#### 4. 2. 9 Valuable goods

a) Valuable goods include: rare metals such as gold, platinum, iridium, rhodium, palladium and their products; all types of jewels, jades, diamonds, pearls and their products; precious cultural relics (including books, drawings, antique etc.); cash, negotiable securities; and other articles with value above RMB 2000 per kilogram for gross weight;

b) Valuable goods shall be packed in solid and tight boxes with metal packaging tape of “#” shape; there shall be sealing marks at the seams. Paper packaging is not allowed to be used for outer packing.

#### 4. 2. 10 Firearms

a) Firearms are specially regulated goods;

b) When any type of firearms is consigned, permit issued by public security bureau of the county/city where the shipments depart or arrive or approval certificate issued by the national superintendent department, shall be presented;

c) The packaging of firearms shall be solid and tight with sealing mark.

#### 4. 2. 11 Escorted cargo

a) The packaging of escorted cargo shall meet the carrier’s requirements of cargo packaging;

b) The escort personnel shall carry out the carrier’s requirements and be liable for safe transport of the cargo. Duties of the escort personnel are as follows:

- 1) Be responsible for care during stay on ground;
- 2) Instruct loading/unloading for escorted cargo;
- 3) Take care of escorted cargo during flight and transit stop;
- 4) Decide handling method in the case of irregular flight, cargo damage or other accidents.

c) The escort personnel shall buy passenger tickets and go through check-in procedures;

d) The carrier shall assist the escort personnel with the escort task;

e) The label of “escort cargo” shall be stuck on the outer packing of escorted cargo;

f) “Escorted cargo” and escort date, flight number and valid identity card number of the escort personnel shall be filled in the Points for Attention in Storage/Transport of the air waybill.

4. 2. 12 Except above requirements of Provision 4. 2. 1 to 4. 2. 11, the packaging of all special cargo shall meet other requirements of Xiamen Airlines.

4. 2. 13 The shipper shall consign special cargo in accordance with the appointed place and time.

## 5 Declared value and insurance

5. 1 Declared value For cargo with value above RMB 100 per kilogram for gross weight, the shipper may make the declaration for the cargo value. When declaring the cargo value, the shipper shall mark clear the amount of money declared in the column of Declared Value on the air waybill. The shipper shall mark it clear on the air waybill if there is no value to declare.

5. 1. 2 The shipper shall pay valuation charges after making the value declaration.



5.1.3 Except as otherwise provided, declared value for carriage of each air waybill shall not exceed RMB 500,000.

5.1.4 Declared value refers to total value of a whole consignment. Value declaration for a part of the consignment or different value declarations for one consignment shall not be made.

5.1.5 Before the consigned cargo is shipped, if the shipper requires changing the declared value, the cargo shall be handled as returned cargo, a new air waybill shall be filled out and valuation charges shall not be returned.

5.1.6 The shipper shall not change the declared value for cargo that has been shipped.

5.2 The shipper can purchase air cargo transportation insurance voluntarily.

## **6 Air waybill**

An air waybill is comprised of eight pages, including three originals and five copies, signed or sealed by the shipper and the carrier. Original 1 shall be for the issuing carrier, Original 2 shall be for the consignee, and Original 3 shall be for the shipper. The three originals shall be of equal legal effect.

6.1 The shipper shall make out the air waybill. According to the shipper's letter of instruction, if the carrier makes out the air waybill which is then signed by the shipper, the carrier shall be deemed to have acted on behalf of the shipper. The shipper shall be responsible for correctness of cargo declaration and description on the air waybill. If the loss of the carrier or other relevant agencies is caused by the incorrectness of air waybill, the shipper shall bear the compensation responsibility.

6.2 The shipper shall make out different air waybills for cargo with different carriage conditions or conflicting natures.

6.3 One air waybill shall only have one shipper and one consignee.

6.4 Negotiable air waybills shall be regarded as invalid.

6.5 Contract conditions on the air waybill are an overview of some provisions of *Xiamen Airlines General Conditions of Domestic Carriage for Cargo*.

## **7 Rates, freight charges and other fees**

### **7.1 Rates**

7.1.1 Rate is the amount charged for the air transport of cargo from the airport of departure to the airport of destination.

7.1.2 Except as otherwise provided, special cargo rate shall be calculated on a basis of 150% of general cargo rate.

7.1.3 For a consignment of cargo with different rates, freight charges shall be determined by the higher rate.

### **7.2 Freight charges and other fees**

7.2.1 Freight charges are determined by the applicable rate that the carrier published on the day of air waybill issuance and chargeable weight of cargo, excluding charges of surface transport and other fees

between airport and municipal districts and between two airports at the same city. Freight charges are calculated by multiplying the applicable rate (per RMB/kg) by the chargeable weight (kg).

In addition to freight charges, other fees refer to surface transport charge, fuel surcharge, storage fees and commission charge of returned cargo in compliance with the carrier's regulations. ~~The minimum freight charges for each air waybill are RMB 50.—~~

#### 7. 2. 2

#### 7. 3 Payment of freight charges and other fees

7. 3. 1 Freight charges and other fees shall be paid in RMB with “yuan” as unit of account by the shipper when consigning the cargo or by the consignee before picking up the cargo. Each charge shall be accurate to “yuan” and odd amount less than 1 yuan shall be rounded off. Charges occurring in course of carriage or at the destination shall be paid off by the consignee before picking up the cargo.

7. 3. 2 In addition to the fees that the shipper must pay, the shipper shall bear the loss of the carrier and third party caused by the consignee. The carrier is entitled to detain and dispose the cargo according to law, if the said charges have not been paid off, to get priority to be repaid by converting into money, auctioning and selling off the cargo and the shortfall shall be paid off by the shipper.

7. 3. 3 Whether any loss of the consigned cargo occurred and whether the consigned cargo failed to be carried to the destination of carriage contract or not, the shipper or the consignee shall pay the carrier for all the expenses caused by acceptance of the cargo for carriage.

7. 3. 4 If the shipper or the consignee refuses to pay the freight charges or any portion thereof, the carrier will refuse the carriage or the delivery of cargo.

#### 7. 4 Adjustments in rates and other fees

When consigning the cargo, the shipper shall pay freight charges in accordance with the applicable rate that the carrier published on the day of air waybill issuance. Rates and other fees of the issued air waybill will not be adjusted if there are adjustments in rates and other fees.

### 8 Carriage of cargo

#### 8. 1 Urgent cargo and cargo with time limit

8. 1. 1 The carrier shall transport urgent cargo according to the appointed flight and date by the shipper.

8. 1. 2 The carrier shall transport cargo with time limit to the destination within the appointed time limit by the shipper.

8. 2 According to the cargo nature, the carrier's transport dispatch sequence shall be as follows:

- a) Emergency, disaster relieving, first-aid, diplomatic bag and other government specified urgent goods;
- b) Cargo with designated date and flight or accepted as urgent dispatch;
- c) Miscellaneous small item with time limit or high value;
- d) Transfer or transit cargo;

e) General cargo is dispatched according to the sequence in which it is accepted.

### 8.3 Transport route

8.3.1 The carrier shall choose cargo transport route following the principles of reasonability and rapidity. However, the carrier assumes no obligation to carry the cargo by any specific aircraft or over any particular route or routes, or to make connections at any place by any specific flight.

8.3.2 For unpredictable or uncontrollable reasons, the carrier shall cancel, divert, postpone, advance or terminate the carriage or part of the carriage without notifying the shipper in advance.

8.3.3 In order to transport cargo to the destination station as soon as possible, the carrier shall deliver cargo to other carriers or carry all or part of the cargo to the destination station by other means of transportation without notifying the shipper in advance.

### 8.4 Termination of carriage

8.4.1 In the course of carriage, the carrier reserves the right to terminate the carriage of any cargo, if the consignment carries something that is banned from transport by national laws, government regulations, orders or requirements. The shipper shall take responsibility for the result.

8.4.2 The carrier shall accordingly handle the cargo which is likely to endanger aircraft, persons or property because of its natural quality or defective packaging without notice in advance.

## 9 Alteration of carriage

### 9.1 Voluntary alteration

9.1.1 During the period after the acceptance of the consigned cargo by the carrier and before the pick-up of the cargo by the consignee, the shipper is entitled to exercise the right of alteration of carriage.

9.1.2 Voluntary alteration refers to entire or partial alteration of carriage by the carrier due to the reasons of the shipper. Voluntary alteration shall only apply to the cargo listed on a single air waybill.

9.1.3 When requesting alteration of carriage, the shipper shall present the original for the shipper of the air waybill, the shipper's request in written form and personal identity card. Voluntary alteration shall conform with relevant regulations of these Conditions and shall not do harm to the interests of the carrier or third party, otherwise the carrier will refuse the carriage.

#### 9.1.4 Alteration contents:

- a) Withdrawing the cargo at the departure station;
- b) Stopping the cargo at any transit station of the flight;
- c) Alteration of the destination station;
- d) Alteration of the consignee (the altered consignee is the named consignee of the air waybill);
- e) Returning the cargo to the departure station.

9.1.5 The carrier shall notify the shipper promptly if the shipper's alteration request cannot be satisfied.

9.1.6 The shipper shall bear the loss of the carrier or other shippers caused by alteration of carriage

and pay for any expenses thereof.

## 9.2 Involuntary alteration

9.2.1 Involuntary alteration refers to alteration of carriage due to force majeure or the reasons of the carrier. The carrier shall contact the shipper or the consignee in time to discuss handling measures when involuntary alteration happens.

9.2.2 Handling of freight charges according to the rules below in involuntary alteration:

- a) Refund total freight charges for returning cargo at the departure station;
- b) When the destination station is changed, calculate unused segment freight, check freight from the changed station to the new destination, refund any surplus from the original freight but do not charge any more if insufficient;
- c) Refund total freight charges for returning cargo to the departure station from the midway station;
- d) Pay for all the expenses if the cargo is carried to the destination station by other means of transportation.

## 10 Delivery of cargo

### 10.1 Notice of arrival

10.1.1 When cargo arrives at the destination station, unless otherwise agreed, the carrier shall send an arrival notice to the consignee in time by phone or in written form, within 2 hours of arrival for urgent cargo and 24 hours for general cargo.

10.1.2 General cargo and dangerous goods will be free for storage for 3 days after the arrival notice is sent. Valuable goods will be free for storage on the arrival day. Live animals, perishable goods and other cargo that need to be refrigerated will be free for storage for 6 hours after arrival. The carrier shall charge storage fees for delayed pick-up according to CAAC relevant regulations.

10.1.3 The carrier shall not be liable if the consignee is unable to receive or has not received the arrival notice in time for reasons not generated by the carrier.

### 10.2 Pick-up of cargo

10.2.1 The shipper shall pick up cargo at the place appointed by the carrier.

The shipper shall be responsible for notifying the consignee to wait at the airport for live animals, perishable goods or other cargo with designated date and flight.

10.2.2 Unless otherwise agreed, the carrier shall deliver cargo to the consignee on the air waybill appointed by the shipper.

10.2.3 When picking up cargo, the consignee shall present valid identity documents. The carrier assumes no responsibility for the authenticity of such documents. If necessary, the carrier can request the consignee to present documents or certificates relating to cargo transport.

10.2.4 The consignee shall pay off all the expenses before picking up cargo and fulfill conditions of

carriage listed on the air waybill.

10.2.5 Upon delivery, if the consignee has discovered loss, shortage, contamination, deterioration, damage or delayed arrival of the cargo, the consignee shall raise an objection to the carrier immediately. The carrier shall write cargo transport accident record and both parties sign and seal the record.

10.2.6 Upon delivery, if the consignee has not raised an objection and sign on the air waybill, it will be deemed as preliminary evidence suggesting that the cargo has been delivered without fault and in accordance with the contract of carriage.

10.2.7 In the event that the carrier hands over cargo to national competent authorities or departments in accordance with applicable national laws, government regulations, orders or requirements, it shall be deemed that the delivery is completed. Under such circumstances, the carrier shall notify the shipper or the consignee.

10.2.8 In the event that cargo is detained or waiting to be handled by related departments of the government for reasons not generated by the carrier, the consignee or the shipper shall pay for storage fees and other related expenses. Under such circumstances, the carrier shall notify the shipper or the consignee.

#### 10.3 Handling of undelivered perishable goods

If the consigned perishable goods has deteriorated or rotted during transport or storage, or no one picks up the cargo, or the consignee refuses the delivery, the carrier shall have the right to take necessary measures, such as destroying or abandoning all or part of the cargo, without notifying the shipper or the consignee in advance. The shipper shall bear any associated costs.

#### 10.4 Undelivered goods

10.4.1 If no one picks up the cargo or the consignee refuses to accept the cargo within 14 days after the arrival notice is sent, the departure station shall inform the shipper to ask for handling suggestion; if no one picks up the cargo after 60 days and no handling suggestion of the shipper is received, the cargo shall be handled as undelivered goods.

##### 10.4.2 Handling of undelivered goods

a) Any cargo such as goods banned or restricted from transport by government, valuables and precious historical accounts shall be handed over to government authorities without setting a price;

b) Any general production goods and consumer goods shall be handed over to related materials or commercial departments after setting a price;

c) Any perishable goods or goods having difficulty in storage shall be handled by the carrier with discretion. The shipper shall bear any associated costs;

d) Payments for goods which have been put a price shall be kept by the carrier. If the shipper or the consignee claims the goods within 90 days, the carrier shall deduct storage fees as well as handling fees and then refund residual payments to the claimant; if no one claims the goods after 90 days, residual payments shall be turned in to the national treasury;

e) The carrier shall notify the handling result of undelivered goods to the shipper through the station of departure.

## **11 Chartered flight and chartered cabin transport**

### **11.1 Chartered flight transport**

11.1.1 The charterer shall apply to Xiamen Airlines for chartered flights with an introduction letter of the company or valid identity documents. A charter contract shall be signed after both parties have reached an agreement.

11.1.2 The charterer and Xiamen Airlines shall undertake their respective responsibilities, rights, and obligations prescribed in the charter contract except for any reason of weather, government prohibition or beyond control of Xiamen Airlines.

11.1.3 When the charterer and Xiamen Airlines implement the charter contract, Shipper's Letter of Instruction and air waybill shall be filled out for each chartered flight as documentary evidences of the carriage.

11.1.4 The charterer and Xiamen Airlines may determine whether the escort personnel will be needed according to the nature of cargo. The escort personnel shall purchase passenger tickets by the charter contract and go through the prescribed check-in procedures. For duties of the escort personnel, please see Provision 4.2.11 b) of these Conditions.

11.1.5 In the event of modification to the charter contract, the charterer shall obtain consent from Xiamen Airlines and pay to Xiamen Airlines the relevant charges occurred in carrying out the charter contract.

11.1.6 Xiamen Airlines charges the charterer in accordance with the charter contract.

11.1.7 Any space of the chartered flights may be fully utilized by the charterer.

11.2 Refer to relevant regulations of chartered flight transport for transport of chartered cabin or pallets (containers).

## **12 Liability and indemnity**

### **12.1 Extent of liability**

12.1.1 The carrier shall assume responsibility for safe transport from cargo acceptance till delivery. The carrier shall be liable for the loss of cargo happening during the carriage by air, except as otherwise provided by national laws, government regulations, orders or requirements and these Conditions.

12.1.2 The carrier can be exempted from liability if the loss of cargo is resulted from the following:

a) An act of war or an armed conflict, an act of public authority, natural disasters or other irresistible reasons;

b) Inherent defect, quality or nature of cargo that is not fit for change of temperature and air pressure during air transport, cause cargo damage or deterioration within time limit of transport;

c) Defective packing of cargo performed by a person other than the carrier or his employees or

agents;

d) Internal articles are short or damaged, with complete packaging and sealing marks unchanged, unless such occurrence is proved to be caused by the fault of the carrier;

e) Reasonable spoilage of goods.

12. 1. 3 The carrier shall not be liable for any consequential damage sustained in the event of destruction or loss of, or delay in the carriage of cargo.

12. 1. 4 The carrier shall 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 acts of the animal itself or of other animals such as biting, kicking, goring or smothering, or caused or contributed to by the inability of the animal to withstand unavoidable changes in its physical environment inherent in the carriage by air.

12. 1. 5 The carrier is not liable for any damage, delay or loss in connection with the carriage of escorted cargo, unless such damage, delay or loss is proved to be caused by the fault of the carrier.

12. 1. 6 In no event will the carrier be liable for death or injury to an animal attendant caused or contributed to by the acts of animals. The shipper shall be liable for the injury to the carrier or third party caused by the animals in standard operations.

12. 1. 7 The carrier shall be liable for loss occasioned by delay in the carriage of cargo by air. However, if the carrier has taken all necessary measures to avoid the loss or it is impossible for the carrier to take such measures, and except as otherwise provided by national laws, government regulations, orders or requirements and these Conditions, the carrier assumes no responsibility.

12. 1. 8 If the carrier proves that the loss or delay is caused or brought about by the shipper or the consignee or the authorized agent during transport, the carrier shall be wholly or partly exonerated from his liability in accordance with the extent of the fault that caused or contributed to such damage.

12. 1. 9 Xiamen Airlines issuing an air waybill for other carrier acts as an agent for that carrier. Xiamen Airlines shall not be liable for the destruction, loss, damage or delay of cargo occurring on other carrier's flights.

12. 1. 10 Whenever the liability of the carrier is excluded or limited under these Conditions, such exclusion or limitation shall apply to agents, employees or representatives of Xiamen Airlines, and also to any carrier whose airplane or other means of transportation is used for carriage.

12. 1. 11 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 the 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 any 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, proportion of the value of any such part of shipment destroyed, lost, damaged or delayed to the total value of the shipment shall be determined by proportion of the weight of any such



part of shipment destroyed, lost, damaged or delayed to the total weight of the shipment.

#### 12. 2 Successive carrier

12. 2. 1 The carriage performed in accordance with one air waybill by several successive carriers is regarded as a single operation.

12. 2. 2 In successive carriage, each carrier shall be liable as one contracting party for the segment of carriage in accordance with the contract of carriage. For the loss or delay of cargo during transport, the shipper has the right to file a suit against the first carrier, the consignee has the right to file a suit against the last carrier, and the shipper or the consignee may sue the carrier of the segment of carriage where the loss or delay happened.

#### 12. 3 Limit of indemnity

12. 3. 1 In the case of loss or damage to cargo of which the shipper has made the value declaration and has paid valuation charges, the declared value shall be the maximum indemnity. If Xiamen Airlines can prove that the actual loss or damage is below the declared value, the shipper shall be indemnified for the actual loss or damage.

12. 3. 2 In the case of loss or damage to cargo of which the shipper has not made the value declaration, maximum indemnity of Xiamen Airlines is RMB 100 per kilogram.

12. 3. 3 Any damage to goods with air transport insurance during transport is to be indemnified by insurance company according to relevant regulations.

#### 12. 3. 4 Indemnity of cargo delay

Xiamen Airlines shall appropriately indemnify for loss or damage due to cargo delay in air transport. Indemnity for each day's delay shall not exceed 5% of actually paid freight of the consignment and total amount of indemnity shall not exceed the total freight. However, if Xiamen Airlines and its employees or agents have taken all necessary measures to avoid the loss or it is impossible for them to take such measures, Xiamen Airlines assumes no liability.

### 13 Time limit for indemnity claim lawsuit

13. 1 In the case of claim due to damage or delay to cargo, the shipper or the consignee on the air waybill shall raise an objection in written form to the carrier within the periods prescribed in the following paragraphs; otherwise the indemnity claim lawsuit cannot be filed against the carrier:

13. 1. 1 The claim for loss of the cargo shall be made within 14 days from the receiving date of the cargo.

13. 1. 2 The claim for delay of the cargo shall be made within 21 days from the date on which the cargo is placed at the disposal of the consignee.

13. 1. 3 The claim for non-delivery of the cargo shall be made within 120 days from the issuing date of the air waybill.

13. 2 Prescribed period for litigation of air transport dispute is 2 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 carriage stopped.

#### **14 Effectiveness and modification**

14.1 These Conditions shall become effective as of the date on ~~January-October 201~~, 2019, and supersede the previous Xiamen Airlines General Conditions of Domestic Carriage for Cargo.

14.2 Xiamen Airlines reserves the right to modify any provision contained in these Conditions without notice in accordance with the procedures prescribed by CAAC. However, no such modification shall apply to the carriage which took place prior to the modification.

14.3 No employee, representative or agent of Xiamen Airlines has authority to alter, modify or waive any provision of these Conditions.

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