

1.1 Xiamen Airlines General Conditions of Carriage for Cargo

1.1.1 Definitions

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

- a) "Conventions" means the following instruments applicable to the contract of carriage:
 - 1) The Convention for the Unification of Certain Rules Relating to International Carriage by Air, signed at Warsaw, 12 October 1929 (hereinafter referred to as the "Warsaw Convention");
 - 2) The Warsaw Convention as amended at The Hague on 28 September 1955 (hereinafter referred to as the "Hague Protocol");
 - 3) The Convention for the Unification of Certain Rules for International Carriage by Air, done at Montreal on 28 May 1999 (hereinafter referred to as the "Montreal Convention").
- b) "Cargo" means anything carried or to be carried in a civil aircraft except mail or baggage carried, and includes baggage moving under an air waybill.
- c) "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.
- d) "International Carriage" means, unless otherwise specified by the Conventions, any carriage in which, according to the contract of carriage, one of the place of departure, the place of destination or the agreed stopping place, whether or not there is a break or a transfer in the course of carriage, is not situated within the territory of the People's Republic of China.
- e) "MF" is the abbreviation of Xiamen Airlines (English name: Xiamen Airlines Co.,Ltd., IATA airline designator code: MF, ICAO airline designator: CXA, IATA accounting code: 731, Website: www.xiamenair.com, www.xiamenair.cn).
- f) "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.
- g) "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).
- h) "Shipment Record" refers to any record of the contract of carriage preserved by the carrier, evidenced by means other than an air waybill.
- i) "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.
- j) "Carrier" refers to a public air transport enterprise that uses civil aircraft for the purpose of profit to transport cargo and mail;
- k) "Contracting Carrier" refers to any carrier who has concluded a contract of carriage with a shipper.
- l) "Operating Carrier" refers to any carrier whose performance of the whole or part of the contract

of carriage has been authorized by the contracting carrier.

m) "Agent" means any person or organization authorized to act for or on behalf of the carrier or the shipper in relation to the carriage of cargo.

n) "Shipper" refers to the enterprise or individual who enters into a contract with the carrier for the transport of civil aviation cargo and signs on the air waybill or cargo transport record.

o) "Shipper's Agent" refers to an enterprise or individual authorized by the shipper to consign cargo or sign relevant documents for civil aviation cargo transport on behalf of the shipper.

p) "Air Cargo Sales Agent" refers to an enterprise established under the laws of the People's Republic of China, which has signed a sales agency agreement with the carrier to engage in civil aviation cargo transport sales agency business.

q) "Ground Handling Agent" refers to an enterprise entrusted by the carrier to engage in ground handling operations for cargo such as air cargo acceptance, on-site transfer, loading and unloading, etc.

r) "Consignee" refers to an enterprise or individual to whom the carrier delivers cargo according to the name listed on the air waybill or cargo transport record.

s) "Declared Value" refers to the destination value specifically declared to the carrier by the shipper when consigning the cargo, which serves as the basis for computing freight charges, for limiting the carrier's liability for loss, damage or delay of the cargo, and for computing valuation charges.

t) "Valuation Charges" means the fee paid by the shipper as required when declaring cargo value to the carrier.

u) "Charges Prepaid" means that the shipper pays the carrier all the charges in relation to the carriage of cargo when consigning the cargo in accordance with the contract of carriage.

v) "Charges Collect" means that the consignee pays the carrier all the charges in relation to the carriage of cargo when picking up the cargo in accordance with the contract of carriage.

w) "Gross Weight" means the weight of the cargo measured by an officially authorized weighing device and verified by the carrier or its authorized ground handling agents, including the weight of the package and pallet.

x) "Volumetric Weight" means the weight of the cargo calculated by the conversion of the total volume of the shipment. 6,000 cubic centimeters equals 1 kilogram.

y) "Chargeable Weight" means the weight on the basis of which freight charges are calculated. The chargeable weight is generally the actual gross weight or volumetric weight of the cargo, whichever is higher, providing that where a lower rate for a higher minimum weight applies, the higher minimum weight shall be retained as the chargeable weight.

z) "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.

aa) "Special Drawing Right (SDR)" means a reserve asset and a unit of account, as defined by the International Monetary Fund.

ab) "International Air Transport Association", abbreviated as IATA, refers to a non-governmental international organization constituted voluntarily by a group of enterprises in the world conducting air transportation business.

ac) "TACT" means the Air Cargo Tariff Manual published by IATA containing the worldwide tariff.

ad) "Tariff" means the rates for the carriage of cargo from the airport of departure to the airport of destination, as published by the carrier and in effect on the date of the conclusion of the contract of carriage by the shipper and the carrier, or as agreed between the contracting parties.

ae) "Freight Charges" means the amount paid by the shipper or the consignee to the carrier when the cargo is consigned or picked up, including freight charges, valuation charges and other charges.

af) "Code-sharing" means that an airline uses its designator code on a flight operated by another airline.

ag) "Days" means full calendar days. A week is comprised of seven days.

ah) "Special Cargo" refers to cargo that has special requirements or requires certain special measures to be taken during the process of acceptance, warehousing, loading and unloading, transport, and delivery in order to arrive at the destination in good condition.

ai) "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.

aj) "Unit Load Devices" means devices used on the aircraft to load cargo, mail and baggage, including all types of pallets, containers and auxiliary equipment.

ak) "Alteration of Carriage" means the shipper or the carrier completely or partly alters the carriage of the consigned cargo.

al) "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.

am) "Low Density Cargo" refers to cargo of which volume exceeds 6,000cm³/kg.

an) "Loss" refers to the loss, damage, shortage, deterioration or contamination of cargo during transport or when other related service is offered by the carrier.

ao) "Carriage by Chartered Flights" means that the shipper hires the entire capacity of the carrier's aircraft for the carriage of cargo.

ap) "Charterer" means the person who signs a charter carriage agreement with the carrier and charters the carrier's aircraft for cargo transport accordingly.

aq) "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.

ar) "Packaging" means the operation process to wrap up or fix an article.

as) "Package" refers to cargo that has been packed, including outer packing and contents to be carried.

at) "Course of Carriage" means the period after the consignment and prior to the delivery when the

cargo is in the custody of the carrier.

1. 1. 2 Applicability

1. 1. 2. 1 Except as provided in Para.1.1.2.2 to 1.1.2.8 of these Conditions, these Conditions shall apply to the carriage of cargo performed by Xiamen Airlines for reward, and related services.

1. 1. 2. 2 Except as otherwise provided, the carriage of cargo by air between the mainland of China and Hong Kong, Macao or Taiwan shall refer to "international carriage".

1. 1. 2. 3 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.

1. 1. 2. 4 With respect to the carriage of cargo performed pursuant to a charter agreement, such carriage shall be subject to the conditions of the charter agreement. These Conditions shall only apply to the extent as not provided in such charter agreement and provisions of the air waybill.

1. 1. 2. 5 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.

1. 1. 2. 6 Over some routes, Xiamen Airlines conducts cargo operations by means of code-share flights or other carriers' flight with their authorization. In this case, these Conditions shall apply likewise.

1. 1. 2. 7 All carriage of cargo governed by these Conditions shall be subject to the regulations of Xiamen Airlines in effect on the date of conclusion of carriage contract. 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.

1. 1. 2. 8 These Conditions do not apply to carriage of air mail.

1. 1. 3 Acceptance of cargo

1. 1. 3. 1 General requirements

1. 1. 3. 1. 1 The consignment of cargo by the shipper shall abide by the national laws, government regulations, orders or requirements of any country or region to be flown from, to or over and applicable regulations about cargo packing and shipping of Xiamen Airlines, accordingly provide relevant descriptions, certificates and other documents accompanying the cargo, and be responsible for the authenticity, accuracy, integrity and validity of such documents.

1. 1. 3. 1. 2 The shipper shall be responsible for the formalities required by customs and other government authorities.

1. 1. 3. 1. 3 **The shipper shall undertake responsibility for the loss caused by the absence, incompleteness, incorrectness or non-conformance of the documents required by law, including but not limited to the delay of carriage or delivery. Unless it is otherwise prescribed by laws and regulations, the carrier does not assume any obligation to check the above documents.**

1. 1. 3. 1. 4 **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 Shipper's Letter of Instruction. 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 Shipper's Letter of Instruction, the shipper shall bear the compensation responsibility.

1.1.3.1.5 Subject to the availability of suitable equipment and space, the carrier accepts the cargo consigned by the shipper in compliance with the following conditions, unless otherwise excluded by the regulations of Xiamen Airlines:

- a) The cargo is not banned from transport, and the transport, exportation or importation thereof is not prohibited by the laws and regulations of any country to be flown from, to or over;
- b) The cargo is packed in a manner which meets the requirements of the carrier and is suitable for carriage by air;
- c) Authentic, complete and effective certificates shall be attached, for cargo with restrictions for carriage and those that have to go through public security procedures and quarantine inspections, etc.;
- d) The relevant descriptions, certificates and other documents shall be provided accompanying the consigned cargo;
- e) The cargo is not likely to endanger aircraft, persons or property;
- f) The cargo is not likely to cause annoyance to passengers or crewmembers.

1.1.3.1.6 The carrier reserves the right to refuse carriage of cargo when circumstances so require and Xiamen Airlines assumes no liability. Xiamen Airlines refuses to carry the cargo below:

- a) The cargo prohibited by national regulations or orders;**
- b) The cargo for which the inspection, check or procedures required by the state have not been completed;**
- c) The cargo of which the carriage conditions exceed transport and storage capabilities of the carrier;**
- d) The cargo with other situations required by these Conditions.**

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

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

1.1.3.2 Cargo packaging

1.1.3.2.1 The shipper shall ensure that the packaging of consigned cargo in the course of carriage would not be loose, out of shape, damaged or leaked, and the packaging would not cause personal injury, damage and pollution to aircraft, equipment or other cargo, baggage, and mail.

1.1.3.2.2 The shipper shall use interior and exterior packing materials and packaging form suitable for the carriage by air and properly pack the cargo in accordance with its nature, value, weight, shape, volume and transport environment. Relevant measures shall be taken for delicate, fragile, shock-sensitive, pressure-sensitive, irreversible cargo. For valuables and cash which are likely to be

robbed or stolen, the shipper shall use neutral packing without indicating what is inside the package.

1. 1. 3. 2. 3 The shipper shall ensure that the packing materials shall comply with the laws and regulations of any country to be flown from, to or over.

1. 1. 3. 2. 4 No dangerous goods, goods banned or restricted for carriage by the government, valuables, confidential papers/data can be concealed in the packaging.

1. 1. 3. 2. 5 When the shipper consigns aquatic products and live animals, their packaging standards shall meet civil aviation industry standards of the People's Republic of China.

1. 1. 3. 2. 6 Xiamen Airlines flights do not carry the cargo packaged with straw bags or enlaced with straw ropes.

1. 1. 3. 3 Cargo marking and labeling

1. 1. 3. 3. 1 The shipper shall accurately declare the description of cargo, correctly classify, identify, pack, mark, and label the cargo, and provide authentic, complete, and valid documents applicable to civil aviation cargo transport.

1. 1. 3. 3. 2 The shipper shall clearly, legibly and durably mark each package with the station of departure, destination, the shipper's and the consignee's company, name, address and telephone number, etc. If the consigned cargo is dangerous goods, the shipper shall mark relevant information on the external packing of the cargo in accordance with applicable laws and regulations.

1. 1. 3. 3. 3 The shipper shall affix or attach air transport indication marks to the outside of each package according to the nature of the goods and in the international and national specified format. In case the consigned cargo is special cargo, the shipper shall affix or attach special cargo labels and handling labels to the external packing of the cargo based on its nature.

1. 1. 3. 3. 4 The shipper shall clear any irrelevant mark and label on the package reused to ensure rapid, safe and correct transportation.

1. 1. 3. 4 Cargo weighing

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

1. 1. 3. 4. 2 The weight of valuables is measured by the actual gross weight; the unit of measurement is 0.1 kg.

1. 1. 3. 4. 3 Low density cargo shall be calculated with 6,000 cubic centimeters equaling to 1 kg.

1. 1. 3. 5 Cargo weight and dimension

1. 1. 3. 5. 1 Generally, the weight of each piece of cargo carried by a wide-body aircraft in the bulk hold or an aircraft which is not wide-bodied shall not exceed 80 kg, the dimension shall not exceed 40*60*100 cm; generally, the weight of each piece of cargo carried by ULDs on a wide-body aircraft , B737-800BCF or other ULD cargo aircraft shall not exceed 250 kg, the dimension shall not exceed 100*100*140 cm. For the cargo exceeding the above weight and dimension, the carrier shall define the limits of weight and dimension according to aircraft types and facilities at the airports of departure, transfer and destination.

1.1.3.5.2 The sum of length, width and height for each cargo package shall not be less than 40 cm. The packaging dimension shall be calculated based on the highest, widest and longest parts, with centimeter as unit, and by rounding off amount under centimeter.

1.1.3.6 Responsibilities of the shipper and the consignee

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

1.1.3.6.2 In the case of the cargo consigned by the shipper which does not conform to the description of goods listed on the air waybill, including concealing dangerous goods, goods banned or restricted from carriage by the government, or mistaken/concealed declaration 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 the freight;
- 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 of goods, the freight for the actual transported distance shall be re-charged;
- c) Cease transport at the destination station and re-charge the freight for the whole course of carriage;
- d) Report to relevant government departments for handling when necessary.

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

1.1.3.6.4 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.

1.1.3.7 Cargo transport time limit

1.1.3.7.1 To ensure that the cargo can be carried in time, the shipper shall book the flight and the date for carriage of the cargo and the carrier will arrange the carriage within a reasonable time limit.

1.1.3.7.2 Times shown in the timetables of the carrier or published by other means are approximate and not guaranteed and form no part of the contract of carriage. No time is fixed for commencement or completion of carriage or delivery of cargo.

1.1.3.8 Priority of carriage

1.1.3.8.1 The carrier is entitled to determine, whenever or wherever, the priority of carriage between the materials for public interests, emergency and disaster relief, epidemic prevention and control, and other materials used to sustain the nation and the people that needs to be transported as soon as possible, and the consigned cargo, or between mail and the consigned cargo. When necessary, the carrier may continue any flight without carrying any or part of the cargo.

1.1.3.8.2 If as a result of such priority arrangement mentioned in Para.1.1.3.8.1 of these

Conditions, the consigned cargo is not carried or not carried on the agreed flight and date, or part of the cargo needs to be unloaded from the flight, the carrier will make reasonable arrangements for the carriage of the cargo not carried in a timely manner for the interest of the shipper. The carrier will not be liable for any delay of the cargo due to the priority arrangement.

1. 1. 3. 8. 3 To avoid any damage or danger, subject to the approval of the customs authorities, the carrier may hold the cargo in the warehouse or any other available places in the course of carriage and inform the shipper at the same time. Relevant costs and risks shall be borne by the shipper. The carrier may also deliver the cargo to another carrier for onward carriage to the destination.

1. 1. 3. 9 Transport route

1. 1. 3. 9. 1 Unless specifically agreed by the contracting parties, the carrier has no obligation to carry the cargo by any specific aircraft type, on any specific flight, over any specific route, or to make connections at any point.

1. 1. 3. 9. 2 The carrier is entitled to select the route of the cargo or change the route shown on the air waybill based on flight or space availability.

1. 1. 4 Security check of cargo transport

1. 1. 4. 1 For the safety of cargo transport and flight operations, the carrier reserves the right to conduct security check on the consigned cargo including transfer cargo in a proper way and charge relevant fees.

1. 1. 4. 2 All the consigned cargo shall go through the security check conducted by the carrier and relevant competent departments. Any cargo that the shipper requires to ship in 24 hours shall be package-open checked or screened.

1. 1. 4. 2. 1 If necessary, Xiamen Airlines can check the relevant documents and packaging of cargo or even open the package, but assumes no obligation to conduct such check. The shipper has an obligation to assist with the check.

1. 1. 5 Special cargo

1. 1. 5. 1 Special cargo includes ac parts which are required by operations of Xiamen Airlines, urgent cargo, bacterial strains, viral strains and biological products, plants and plant products, valuables, live animals, coffins and ashes, dangerous goods, diplomatic pouches, baggage shipped as cargo, perishable goods, oversized and overweight cargo, arms and ammunition, escorted cargo, service cargo, regulated goods, etc.

1. 1. 5. 2 Special cargo transport shall comply with the regulations on general cargo transport as well as the relevant national and Xiamen Airlines' regulations on special cargo transport. The carriage of special cargo whose nature is of more than one class or division shall be in compliance with the regulation and requirement of each class or division simultaneously.

1. 1. 5. 3 Special cargo is acceptable only under the prior approval of Xiamen Airlines. Nonstop flights

shall be mainly chosen for the carriage of special cargo, flight and date shall be reserved in advance, and transit and transfer transport shall be strictly controlled. The departure station shall notify the transit station after space reservation and the transit station is not allowed to offload the cargo. The departure station shall fully consider the number of flights, aircraft types at the transfer station and accept for carriage after space is confirmed by the transfer station.

1. 1. 5. 4 Appropriate inner and outer packing material and packing methods shall be adopted for the packing of special cargo according to its nature, weight and the transport environment.

1. 1. 5. 5 Personnel shall be designated to supervise loading and unloading of special cargo.

1. 1. 5. 6 The shipper and the consignee shall consign or pick up special cargo at the places designated by Xiamen Airlines.

1. 1. 5. 7 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 flights. Transport of dangerous goods shall conform to effective ICAO *Technical Instructions for the Safe Transport of Dangerous Goods by Air* and *Civil Aviation Regulations on the Transport of Dangerous Goods* (CCAR-276-R2).

1. 1. 6 Declared value and insurance

1. 1. 6. 1 Declared value

1. 1. 6. 1. 1 For the consigned cargo with value per kilogram in gross weight exceeding the relevant specified limits, the shipper may make the declaration for the value of cargo. When declaring the value of cargo, the shipper shall mark clear the amount of money declared in the Declared Value box on the air waybill. The shipper shall mark it clear on the air waybill if there is no value to declare.

1. 1. 6. 1. 2 The limit for declaring the value of cargo in domestic transport is that the value exceeds RMB 100 per kilogram in gross weight. The calculation formula of valuation charges for domestic cargo is as below: Valuation charges = [Declared value - (Actual weight of the cargo x 100 RMB)] x 0.5%.

1. 1. 6. 1. 3 The limit for declaring the value of cargo in international transport is that the value exceeds 26 SDR or its equivalent currency per kilogram in gross weight. The calculation formula of valuation charges for international cargo is as below: Valuation charges = [Declared value of cargo for carriage - (Gross weight of the cargo x 26 SDR)] x 0.75%.

1. 1. 6. 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.

1. 1. 6. 1. 5 The shipper shall pay valuation charges after making the value declaration.

1. 1. 6. 1. 6 **Except as otherwise provided, the declared value for carriage of domestic cargo of each air waybill shall not exceed RMB 500,000; the declared value for carriage of international cargo of each air waybill shall not exceed USD 100,000 or its equivalent currency. If the declared value of any individual shipment exceeds such limit, the carrier will require the shipper to lower the declared value, ship the cargo in several batches or take other safety measures. If the**

shipper fails to do so, the carrier reserves the right to refuse the carriage.

1. 1. 6. 1. 7 The shipper shall not change the declared value of cargo for carriage filled in the air waybill, which has been validated with the signatures or stamps of the two contracting parties. 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.

1. 1. 6. 1. 8 The shipper shall not change the declared value for cargo that has been shipped.

1. 1. 6. 2 The shipper can purchase air cargo transportation insurance voluntarily.

1. 1. 7 Air waybill

1. 1. 7. 1 A domestic air waybill is comprised of eight pages, including three originals and five copies. An international air waybill is comprised of twelve pages, including three originals and nine copies. Original 1 is for the issuing carrier, Original 2 is for the consignee, and Original 3 is for the shipper. The three originals are of equal legal effect.

1. 1. 7. 2 **The shipper or his agent 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 the correctness of cargo declaration and description on the air waybill. The completed air waybill shall not become effective unless it is signed or stamped by the shipper and the carrier.**

1. 1. 7. 3 The shipper shall give a clear indication of any defect of the package on the air waybill. If the shipper fails to do so, the carrier may mark, supplement or correct the air waybill.

1. 1. 7. 4 The shipper shall fill all the required cargo declaration and description in the air waybill according to the Conventions, relevant laws, these Conditions and regulations of Xiamen Airlines and be responsible for the correctness of cargo declaration and description. The shipper shall bear the compensation responsibility if the loss of the carrier or any other party to whom the carrier is liable is caused by the non-conformance, incorrectness or incompleteness of cargo declaration and description filled in the air waybill by the shipper.

1. 1. 7. 5 The carrier shall bear the compensation responsibility if the loss of the shipper or any other party to whom the shipper is liable is caused by the non-conformance, incorrectness or incompleteness of declaration and description filled in the air waybill by the carrier.

1. 1. 7. 6 The shipper shall make out different air waybills for cargo with different carriage conditions or conflicting natures.

1. 1. 7. 7 If the air waybill has been altered or erased by the shipper, the carrier has the right to reject such air waybill.

1. 1. 7. 8 One air waybill shall only have one shipper and one consignee.

1. 1. 7. 9 The air waybill is a non-negotiable document. The negotiable air waybill shall be regarded as invalid.

1. 1. 7. 10 Contract conditions on the air waybill are an overview of some provisions of Xiamen Airlines General Conditions of Carriage for Cargo.

1. 1. 8 Rates, freight charges and other fees

1. 1. 8. 1 Rates

1. 1. 8. 1. 1 Rate is the amount charged for the air transport of cargo from the airport of departure to the airport of destination.

1. 1. 8. 1. 2 Except as otherwise provided, special cargo rate shall be calculated on a basis of 150% of general cargo rate.

1. 1. 8. 1. 3 For a consignment of cargo with different rates, freight charges shall be determined by the higher rate.

1. 1. 8. 2 Freight charges and other fees

1. 1. 8. 2. 1 Freight charges include freight charges, valuation charges and other fees.

1. 1. 8. 2. 2 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 airports and city centers and between two airports in the same city. Freight charges are calculated by multiplying the applicable rate (per RMB/kg) by the chargeable weight (kg).

1. 1. 8. 2. 3 Other fees are charges in relation to the carriage of cargo, which excludes freight charges and valuation charges and shall be paid to the carrier by the shipper or the consignee when consigning or picking up the cargo. Except as otherwise provided in the published rates, such fees shall include but are not limited to the following:

- a) Cargo terminal service fee;
- b) Cargo storage fee;
- c) Insurance fee;
- d) Disbursement fee;
- e) Dangerous goods handling fee;
- f) Fuel surcharge;
- g) Customs clearing fee or charges for agency service provided for the shipper, the consignee or the owner of cargo by the carrier or its agent;
- h) Cargo tariff, tax or fine;
- i) Charges collect fee;
- j) Cost incurred from repairing the defective packaging;
- k) Charges for transferring and forwarding the cargo by other means of transportation, as well as charges for returning the cargo to the place of departure;
- l) Any other similar service or charges.

1. 1. 8. 3 Payment of freight charges and other fees

1. 1. 8. 3. 1 The shipper shall pay freight charges and other fees in the currency which is used in tariff

conditions or acceptable by the carrier. If payment is made in RMB with "yuan" as unit of account, freight charges and other fees shall be paid 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.

1. 1. 8. 3. 2 Xiamen Airlines does not accept freight charges collect. All freight charges shall be prepaid by the shipper at the time of the consignment of the cargo. 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.

1. 1. 8. 3. 3 Whether or not the cargo is lost or damaged in the course of carriage, or fails to arrive at the destination specified in the air waybill, the liability of the shipper or the consignee to pay freight charges shall not be exempted.

1. 1. 8. 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.

1. 1. 8. 3. 5 **The shipper shall guarantee payment of all freight charges and disbursements paid by the carrier. The shipper shall also guarantee compensation for all costs, fines and loss of the carrier caused by the inclusion in the shipment of articles the carriage of which is prohibited by law, or the absence, delay or incorrectness of any export or import license or any required certificate or document, or any improper customs valuation, or incorrect statement of weight or volume. The carrier may hold the shipper's cargo until the above charges, disbursements and compensation are paid completely. The carrier has the right to dispose of the cargo in a manner as it deems reasonable. However, the carrier shall notify the shipper or the consignee prior to the disposition, unless such notification is impossible or unnecessary.**

1. 1. 8. 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. After completion of the air waybill, if the rates or freight charges of cargo are adjusted, the adjusted rates and freight charges do not apply to the issued air waybill.

1. 1. 9 Cargo dispatch

1. 1. 9. 1 Urgent cargo and cargo with time limit

1. 1. 9. 1. 1 The carrier shall transport urgent cargo according to the appointed flight and date by the shipper.

1. 1. 9. 1. 2 The carrier shall transport cargo with time limit to the destination within the appointed time limit by the shipper.

1. 1. 9. 2 According to the cargo nature, the carrier's transport dispatch sequence shall be as follows:
- a) Materials designated by the government, and cargo used to sustain the nation and the people that needs to be transported as soon as possible, including emergency and disaster relief supplies, first-aid medicine, and epidemic prevention and control supplies;
 - b) Important and time-sensitive cargo with designated flight and accepted as urgent cargo;
 - c) Aviation spare parts for aircraft on the ground (AOG);
 - d) Diplomatic bags and cargo;
 - e) Miscellaneous small items weighing under 10kg with time limit or high value;
 - f) Neglected loaded/unloaded, wrongly loaded/unloaded or midway offloaded cargo;
 - g) Newspapers, weekly magazines, press releases, television films, audio recordings, video tapes, express publicity materials, and paper matrix;
 - h) Mail;
 - i) Domestic and international transfer or transit cargo;
 - j) General cargo is dispatched according to the sequence in which it is accepted.

1. 1. 9. 3 Transport route

1. 1. 9. 3. 1 **The carrier shall choose cargo transport route following the principles of reasonability, economy 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.**

1. 1. 9. 3. 2 **For unpredictable or uncontrollable reasons, the carrier may cancel, divert, postpone, advance or terminate the carriage or part of the carriage without notifying the shipper in advance.**

1. 1. 9. 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.**

1. 1. 10 Alteration of carriage

1. 1. 10. 1 Voluntary alteration

1. 1. 10. 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 as long as he carries out the obligations required by the contract of carriage.

1. 1. 10. 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.

1. 1. 10. 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.

1. 1. 10. 1. 4 Allowed 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.

1. 1. 10. 1. 5 The carrier shall notify the shipper promptly if the shipper's alteration request cannot be satisfied.

1. 1. 10. 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.

1. 1. 10. 2 Involuntary alteration

1. 1. 10. 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.

1. 1. 10. 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.

1. 1. 10. 3 The shipper's right of disposition

1. 1. 10. 3. 1 After the cargo is shipped from the place of departure on the air waybill, the shipper may request an alteration of the air waybill, exclusive of the declared value for carriage and amount insured.

1. 1. 10. 3. 2 From the acceptance to the pick-up of the cargo, the shipper is entitled to exercise the right of disposition as long as he carries out the obligations required by the contract of carriage.

1. 1. 10. 3. 3 The shipper's right of disposition shall cease at the moment when, after arrival of the cargo at the destination, payment of relevant expenses and fulfillment of the conditions of carriage listed on the air waybill, the consignee requests delivery of the cargo and the air waybill. Nevertheless, if the consignee declines to accept the air waybill or the cargo, or if the carrier cannot get in touch with the consignee, such right of disposition shall continue to vest in the shipper.

1. 1. 10. 3. 4 The shipper may dispose of the cargo either:

- a) by withdrawing it at the airport of departure or of destination; or
- b) by stopping it at the transit station; or
- c) by calling for it to be delivered at the place of destination or the transit station to a person other

than the consignee named in the air waybill; or

d) by requiring it to be returned to the airport of departure.

1. 1. 10. 3. 5 Every exercise of the right of disposition must be made by the shipper or his designated agent and must be applicable to the whole shipment under a single air waybill.

1. 1. 10. 3. 6 The shipper shall be liable for all expenses and shall indemnify Xiamen Airlines or other carriers for all loss as a result of the exercise of his right of disposition.

1. 1. 10. 3. 7 The exercise of the right of disposition must be subject to the laws and regulations of the countries related with the carriage and may not harm the interests of the carrier and other shippers. Otherwise, the carrier has the right to refuse such request of disposition.

1. 1. 10. 3. 8 The right of disposition over the consigned cargo can only be exercised through the contracting carrier. The shipper shall present a written application and the original for the shipper of the air waybill. The contracting carrier shall inform the shipper promptly if the shipper's request of disposition is not practicable or possible to be exercised.

1. 1. 10. 4 **The carrier's right of alteration of carriage**

1. 1. 10. 4. 1 **If a shipment is identified to be prohibited from carriage by applicable international conventions, national laws and government regulations, orders or requirements, or to be restricted from carriage and not to be in compliance with the requirements of restrictions, the carrier will terminate the carriage of such shipment, and the shipper shall take responsibility for the consequences arising therefrom. When necessary, the carrier will leave such shipment to be disposed by relevant government authorities.**

1. 1. 10. 4. 2 **If it is found that the nature or the defective packaging of the cargo may endanger the safety of aircraft, personnel or property, the carrier may dispose of the cargo at any place and time without prior notice and bear no liability.**

1. 1. 10. 4. 3 **The carrier reserves the right without prior notice, to cancel, terminate, divert, reschedule, postpone any flight, or proceed with any flight without all or any part of the cargo, due to the following:**

- a) **Government regulations, orders or requirements;**
- b) **Force majeure, including but not limited to weather conditions, riots, natural disasters, political disturbances, embargoes, wars, martial law, strikes, sabotage, unstable international situation, terrorism, or wars or warnings against terrorism of the government;**
- c) **Other reasons uncontrollable or unforeseen by the carrier.**

1. 1. 10. 4. 4 **Except as otherwise provided by law, the carrier shall not assume any liability in the event that any flight is cancelled, terminated, diverted, postponed, rescheduled or stopped at a place other than the place of destination, or in the event that the carriage of a shipment is cancelled, diverted, postponed, rescheduled, resumed or terminated, for any reasons mentioned in Para.1.1.10.4.3.**

1. 1. 10. 4. 5 **The carrier may carry all or part of the cargo, without prior notice, to the destination**

by other means of transportation.

1. 1. 10. 4. 6 To ensure flight safety or to comply with relevant laws and regulations, the carrier may continue the flight after unloading all or part of the cargo.

1. 1. 11 Cargo delivery

1. 1. 11. 1 Notice of arrival

1. 1. 11. 1. 1 When cargo arrives at the destination station, unless otherwise agreed, the carrier shall timely send an arrival notice to the consignee and other persons specified on the air waybill. Such notice will be sent by ordinary methods. The carrier is not liable for non-receipt or delay in receipt of such notice.

1. 1. 11. 1. 2 For all cargo that is prioritized for acceptance and transport, urgent cargo, live animals, perishable goods and other time-sensitive cargo, the arrival notice shall be sent within 2 hours after the arrival of cargo. For general cargo, the arrival notice shall be sent within 24 hours. If customs is involved or there are other special regulations, the case shall be handled according to the actual situation.

1. 1. 11. 1. 3 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 (If the above storage time limit is inconsistent with the local storage standards, the local storage standards shall prevail.). The carrier has the right to charge storage fees for delayed pick-up.

1. 1. 11. 1. 4 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.

1. 1. 11. 2 Pick-up of cargo

1. 1. 11. 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.

1. 1. 11. 2. 2 Unless otherwise agreed by the shipper and the carrier in the air waybill or shipment record, delivery of the shipment shall be made to the consignee named therein, or his agent. Delivery to the consignee shall be deemed to have been effected:

a) When the carrier has delivered to the consignee or his agent any authorization from the carrier required to enable the consignee to obtain release of the shipment;

b) When the shipment has been delivered to customs or other national competent authorities or departments in accordance with applicable national laws, government regulations, orders or requirements. Under such circumstances, the carrier shall notify the shipper or the consignee.

1. 1. 11. 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 in connection with the carriage of cargo.

1. 1. 11. 2. 4 By accepting delivery of the air waybill and the shipment, the consignee shall pay for all

unpaid charges in connection with the carriage and fulfill conditions of carriage listed on the air waybill. Unless otherwise agreed, the shipper will remain jointly and severally liable with the consignee. The carrier may make delivery of the shipment or the air waybill conditional upon payment of these charges.

1. 1. 11. 2. 5 Upon delivery, if the consignee has discovered loss, shortage, contamination, deterioration, damage or delayed arrival of the cargo, the consignee must raise an objection to the carrier immediately. After both parties have examined and acknowledged the condition of the cargo, the carrier shall complete the cargo transport accident record in accordance with the regulations which must be signed and sealed by both parties. The consignee may use this record to file for claims against the carrier in the future.

1. 1. 11. 2. 6 Upon delivery, if the consignee has not raised an objection and sign on the air waybill, it will be deemed as prima facie evidence suggesting that the cargo has been delivered without fault and in accordance with the contract of carriage and is consistent with the transport documentation.

1. 1. 11. 2. 7 In the course of carriage, the carrier will not be held liable for death of live animals arising from natural causes, decay of fresh perishable goods, or goods that may endanger the aircraft, personnel or public safety. At any given time, the carrier may take necessary measures without advance notice to destroy, bury or abandon the shipment, etc. Either the consignee or the shipper shall bear the resulting costs. Under such circumstances, the carrier shall notify the shipper or the consignee.

1. 1. 11. 2. 8 In the event that the cargo is detained or waiting to be handled by related government departments of destination country 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.

1. 1. 11. 3 Undelivered goods

1. 1. 11. 3. 1 If no one picks up the cargo or the consignee refuses to accept the cargo within 14 days from the next day after the arrival notice is sent for the first time, the destination station shall notify the departure station to request the shipper's instructions. If no one picks up the cargo after 60 days and no instructions have been received from the shipper, or if no one picks up the cargo due to the following reasons, the cargo is called as undelivered goods:

- a) No consignee for the listed address or address not clear;
- b) No reply from the consignee to the notice of arrival;
- c) The consignee's refusal to pick up cargo;
- d) The consignee's refusal to pay the relevant charges incurred;
- e) Air waybill loss, cargo label falling off, the consignee or the shipper unidentified;
- f) Other reasons.

1. 1. 11. 3. 2 When the goods are undelivered due to any of the above reasons, besides handling instructions stated in the air waybill, the destination station shall notify the departure station and explain the reasons for non-delivery.

1. 1. 11. 3. 3 Timely measures shall be taken for the undelivered goods, and the shipper or consignee shall be notified. Relevant messages, documents and records of notification shall be retained, and records shall be completed in detail.

1. 1. 11. 3. 4 **Handling of undelivered goods**

a) **The carrier will endeavor to comply with any instructions of the shipper set forth in the air waybill or shipment record;**

b) **If receiving no reply within 1 month after sending the notice of undelivered goods, the destination station shall issue the notice again. If receiving no reply within 60 days after the arrival of the shipment, the destination station may sell the shipment after obtaining instructions from the departure station and deposit the proceeds into the carrier's account. If the proceeds of the sale are insufficient to cover the charges collect and other expenses incurred at the destination, the shortfall may be billed to the air transport company that issued the air waybill at the departure station;**

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

d) **Any cargo such as goods banned or restricted from transport by the government, valuables and precious historical documents shall be handed over to government authorities free of charge;**

e) **Any general production and living materials, valuable items, and other goods with commercial value shall be priced and handed over to related materials or commercial departments, or entrusted to auction houses for auction;**

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

g) **In the event of the sale of undelivered goods mentioned above, whether at the destination station or at any other location where the goods have already arrived, the carrier may use the proceeds of the sale to pay all fees and expenses related to the goods. The remaining amount will be processed according to the shipper's instructions. But the obligation to pay the difference cannot be relieved from the shipper or owner due to the sale of the goods.**

1. 1. 11. 3. 5 Payments for goods which have been evaluated and put a price shall be kept by the carrier's financial department, except for the following situations:

a) **If the shipper or the consignee claims the goods within 90 days, the carrier shall deduct storage fees, handling fees as well as charges collect 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;**

b) **Payments from goods that are undelivered as a result of cargo transport accident and that have**

been indemnified by the carrier shall belong to the carrier.

1. 1. 12 Transport of chartered flights and exclusive sales

1. 1. 12. 1 Transport of chartered flights

1. 1. 12. 1. 1 The charterer shall apply to the carrier 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.

1. 1. 12. 1. 2 The charterer and the carrier 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 the carrier.

1. 1. 12. 1. 3 When the charterer and the carrier 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. The words "transport of chartered flights" shall be filled in the "Handling Information and Others" box of the air waybill, or the charter cost shall be directly entered into the "Charge" box, or the corresponding accounting code shall be filled in the "Accounting Code" box.

1. 1. 12. 1. 4 The charterer and the carrier 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.

1. 1. 12. 1. 5 In the event of modification to the charter contract, the charterer shall obtain consent from the carrier and pay to the carrier the relevant charges occurred in carrying out the charter contract.

1. 1. 12. 1. 6 The carrier charges the charterer in accordance with the charter contract.

1. 1. 12. 1. 7 Any space of chartered flights may be fully utilized by the charterer. Unless otherwise agreed, the remaining space of chartered flights shall be utilized by the carrier.

1. 1. 12. 1. 8 The carrier can utilize the available space of chartered flights to transport passengers, cargo, and mail, and the freight charges earned will not be deducted from the charter cost.

1. 1. 12. 1. 9 The payload capacity of chartered flights is limited to the maximum payload capacity determined in the charter contract.

1. 1. 12. 1. 10 In the course of carriage by air, the carrier shall not be liable for any loss of cargo caused by the following reasons (except as otherwise provided by national laws and regulations, government regulations, orders or requirements, and these Conditions):

- a) Inherent nature, quality or defect of the cargo;
- b) Defective packing of cargo performed by a person other than the carrier or his employees or agents;
- c) Wars or military conflicts;
- d) An act of public authority carried out in connection with cargo entry, exit or transit.

1. 1. 12. 2 Transport of exclusive sales and chartered pallets (containers) shall be handled as per relevant regulations on transport of chartered flights.

1. 1. 13 Liability and indemnity

1. 1. 13. 1 Extent of liability

1. 1. 13. 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 in the course of carriage by air, except as otherwise exempted by international conventions, national laws, government regulations, orders or requirements and these Conditions.

1. 1. 13. 1. 2 Xiamen Airlines is not liable for damage caused directly or indirectly by any compliance with Conventions, laws or regulations, or by any other event beyond the control of Xiamen Airlines.

1. 1. 13. 1. 3 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;

f) Acts carried out in connection with the entry, exit or transit of the cargo by national administrative authorities.

1. 1. 13. 1. 4 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.

1. 1. 13. 1. 5 The carrier is not 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 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.

1. 1. 13. 1. 6 Xiamen Airlines is not liable for the deterioration or decay of the cargo due to the changes of climate, temperature and altitude or other normal conditions or in the agreed transport time.

1. 1. 13. 1. 7 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.

1. 1. 13. 1. 8 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.

1. 1. 13. 1. 9 The carrier shall be liable for loss occasioned by delay in the carriage of cargo by air according to Conventions, national laws, government regulations and these Conditions. However, if the

carrier has taken all reasonable measures to avoid the loss or it is impossible for the carrier to take such measures, and except as otherwise provided by Conventions, national laws, government regulations, orders or requirements and these Conditions, the carrier assumes no responsibility.

1. 1. 13. 1. 10 Except as otherwise agreed, Xiamen Airlines is not liable for any consequential loss caused by damage or loss of the cargo, or by carriage under these Conditions.

1. 1. 13. 1. 11 If the carrier proves that the loss, damage 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 loss, damage or delay.

1. 1. 13. 1. 12 **Xiamen Airlines issuing an air waybill for other carrier acts as an agent for that carrier. Xiamen Airlines is not liable for the damage or delay of cargo occurring on other carrier's flights unless such damage or delay is proved to be caused by the fault of Xiamen Airlines.**

1. 1. 13. 1. 13 Whenever the liability of Xiamen Airlines 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 other carrier whose airplane or other means of transportation is used for carriage.

1. 1. 13. 1. 14 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 destructed, 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 destructed, lost, damaged or delayed to the total weight of the shipment.

1. 1. 13. 1. 15 If damage or destruction is caused to other goods or the property of the carrier due to the fault of the shipper or consignee, the shipper or consignee shall be liable for all losses suffered by the carrier as a result.

1. 1. 13. 2 Limit of indemnity

The liability scope of Xiamen Airlines is subject to the regulations of the applicable Conventions and laws. Unless otherwise provided in the applicable Conventions or laws for the benefit of the legal claimant, the following shall apply:

1. 1. 13. 2. 1 In the case of loss or damage to cargo of which the shipper has declared the value of cargo for carriage to Xiamen Airlines and has paid the valuation charges when consigning the cargo, 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.

1. 1. 13. 2. 2 For goods for which a value declaration has not been made, in the case of destruction, loss, damage, or loss caused by delay during carriage by air, the carrier's liability for compensation shall be

limited to the liability limit specified in the relevant international civil aviation conventions to which China is a party at the time the occurrence or delay causing the damage occurs. Such liability limit shall be published by the civil aviation authority under the State Council.

1. 1. 13. 2. 3 The claimant shall provide proof of the actual value of the cargo when raising a claim.

1. 1. 13. 2. 4 Any damage to goods with air transport insurance during transport is to be indemnified by the insurance company according to relevant regulations.

1. 1. 14 Time limit for objections and lawsuits

1. 1. 14. 1 In the case of claim due to destruction, loss, 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.

1. 1. 14. 1. 1 The claim for loss of the cargo at the time of pick-up shall be made at the latest within 14 days by the consignee from the receiving date of the cargo.

1. 1. 14. 1. 2 The claim for delay of the cargo shall be made at the latest within 21 days from the date on which the cargo is placed at the disposal of the consignee.

1. 1. 14. 2 If the shipper or the consignee raise no objections within the above time limits, they cannot file an indemnity claim lawsuit against the carrier.

1. 1. 14. 3 Any dispute in relation to the carriage, which cannot be solved by the shipper and the carrier, can be settled by litigation or arbitration.

1. 1. 14. 4 Prescribed period for litigation of air transport dispute is 2 years. Any right to damages shall be extinguished unless an lawsuit is filed 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 carriage stopped.

1. 1. 14. 5 The carriage performed in accordance with one air waybill by several successive carriers is regarded as a single operation. In the event of destruction, loss or damage to the cargo occurring in such carriage, the shipper is entitled to file a lawsuit against the first carrier and the consignee is entitled to file a lawsuit against the last carrier; the shipper and the consignee may file a lawsuit against the carrier of the sector of carriage where the destruction, loss, damage or delay took place.

1. 1. 14. 6 In relation to the carriage performed by the operating carrier, the shipper may file a lawsuit against the operating carrier or the contracting carrier separately, or against both of them. The carrier against whom a lawsuit has been filed has the right to require the other carrier to participate in the proceedings.

1. 1. 14. 7 The dispute arising from or with respect to these Conditions shall be governed by the laws of the People's Republic of China. On the premise that the Conventions are applicable, the litigation with respect to the loss may be proceeded with, at the option of the claimant, in the court at Xiamen Airlines headquarters, or at Xiamen Airlines branch office where the contract has been concluded, or of the

destination.

1. 1. 15 Complaint handling channels

1. 1. 15. 1 Telephone: +86-0592-5739009, +86-95557-1

1. 1. 15. 2 E-mail: complain-mf@xiamenair.com

1. 1. 16 Effectiveness and modification

1. 1. 16. 1 These Conditions shall become effective as of the date on June 15, 2026.

1. 1. 16. 2 Xiamen Airlines reserves the right to modify any provision contained in these Conditions without prior notice in accordance with relevant laws, regulations and procedures. The modified *General Conditions of Carriage for Cargo* shall not apply to the carriage of goods already accepted by the carrier prior to the modification if such modification restricts the rights of or increase the obligations of the shipper or consignee, unless otherwise provided by national laws or agreed in the contract of carriage.

1. 1. 16. 3 No employee, representative or agent of Xiamen Airlines has authority to alter, modify or waive any provision of these Conditions.