NOTICE CONCERNING CARRIERS' LIMITATIONS OF LIABILITY

If the carriage involves an ultimate destination or stop is other than the country of departure, the Warsaw Convention or the Montreal Convention may be applicable and, in most cases, limit the liability of the Carrier in respect of loss of, damage or delay to cargo. Depending on the applicable regime and, unless a higher value is declared, liability of the Carrier may be limited to $10 a pound or the highest limit permitted by applicable law, Carrier will treat 250 French gold francs to be the conversion equivalent of 17 Special Drawing Rights unless a greater amount is specified in the Carrier's conditions of carriage.

CONDITIONS OF CONTRACT

1. In this contract and the Notices appearing hereon: CARRIER includes the air carrier issuing this air waybill and all carriers that carry or undertake to carry the cargo or perform any other services related to such carriage. SPECIAL DRAWING RIGHT (SDR) is a Special Drawing Right as defined by the International Monetary Fund. WARSAW CONVENTION means whatever of the following instruments is applicable to the contract of carriage:
   - The Convention for the Unification of Certain Rules Relating to International Carriage by Air, signed at Warsaw, 12 October 1929; that Convention as amended at The Hague on 28 September 1955;

2.2.1. Carrier is subject to the rules relating to liability established by the Warsaw Convention or the Montreal Convention unless such carriage is not "international carriage" as defined by the applicable Conventions.

2.2.2. To the extent not in conflict with the foregoing, carriage and other related services performed by each Carrier are subject to:

2.2.3. Applicable laws and government regulations

3. Procedures contained in the air waybill, Carrier's conditions of carriage and related rules, regulations and timetables (but not the times of departure and arrival stated therein) and applicable tariffs of such Carrier, which are made part hereof, and which may be inspected at any airports or other cargo sales offices from which it operates regular service. The air waybill is to/from the USA, the shipper and the consignee are entitled, upon request, to receive a free copy of the Carrier's conditions of carriage. The Carrier's conditions of carriage include, but are not limited to:

2.3. Rights, if any, of the Carrier to change the terms of the contract;

2.4. Rules about Carrier's right to refuse to carry;

2.5. Rights of the Carrier and limitations concerning delay or failure to perform service, including schedule changes, substitution of alternate Carrier or aircraft and rerouting.

3. The agreed stoppage places (which may be altered by Carrier in case of necessity) are those places, except the place of departure and place of destination, set forth on the face hereof or Carrier's timetables as scheduled stopping places for the route. Carriage to be performed hereunder by several successive Carriers is regarded as a single operation.

4. For carriage to which neither the Warsaw Convention nor the Montreal Convention applies, Carrier's liability limitation shall not be less than the per kilogram monetary limit set out in Carrier's tariffs or general conditions of carriage for cargo lost, damaged or delayed, provided that any such limitation of liability in an amount less than 17 SDR per kilogram will not apply for carriage to or from the United States.

5.1. Except when the Carrier has extended credit to the consignee without the written authorization on file, allowing the screening to take place. The completion of the air bill by the shipper or on the behalf by Four Star Cargo constitutes such authorization.

5.2. Notwithstanding any other provisions, for “international carriage” as defined by the U.S. Transportation Code:

6.1. In case of carriage for which no cargo insurance has been obtained in the amount of $20 a pound and the goods are damaged or delayed to the extent that the damage or delay caused the loss of the shipment or any part thereof, the liability of the Carrier shall be limited to $20 a pound.

7.7.1. In cases of loss of, damage or delay to the part of the cargo, the weight to be taken into account in determining Carrier's limit of liability shall be only the weight of the package or packages concerned.

7.2. Notwithstanding any other provisions, for “international carriage” as defined by the U.S. Transportation Code:

7.2.1. In the case of loss, damage or delay to a shipment, the weight to be used in determining Carrier’s limit of liability shall be the weight which is used to determine the charge for carriage of such shipment;

7.2.2. In the case of damage to a shipment, the weight shall be that of the greatest weight of the damaged articles.

8. Any exclusion or limitation of liability applicable to Carrier shall apply to Carrier’s agents, employees and representatives and to any person whose aircraft or equipment is used by Carrier for carriage and such person’s agents, employees and representatives.

9. Carrier undertakes to complete the carriage with reasonable dispatch. Where permitted by applicable laws, tariffs and government regulations, Carrier may use alternative carriers, aircraft or modes of transport without notice but with due regard to the interests of the shipper. Carrier is authorized to substitute the routing set forth in this air waybill by another routing or by any carrier having a due regard to the interests of the shipper.

10.1. In the case of damage to the cargo, immediately after discovery of the damage and at the latest within 14 days from the date of receipt of the cargo;

10.1.2. In the case of delay, within 21 days from the date on which the cargo was placed at the disposal of the person entitled to delivery;

10.1.3. In the case of non-delivery of the cargo, within 120 days from the date of issue of the air waybill, or if an air waybill has not been issued, within 120 days from the date of receipt of the cargo for transportation by the Carrier.

10.2. Such complaint may be made only to the Carrier, whose air waybill was used, or to the first Carrier or to the last Carrier or to the Carriers who performed the carriage during which the loss, damage or delay took place.

10.3. Unless a written complaint is made within the time limits specified in 10.1 no action may be brought against Carrier.

11. If any write-downs against Carrier shall be extinguished unless an action is brought within two years from the date of arrival at the destination, or from the date on which the aircraft ought to have arrived, or from the date on which the cargo stopped.

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

SPECIAL NOTICE CONCERNING CHARGEABLE/POSITIONAL WEIGHT

Chargeable weight is either the actual gross weight or volume weight, whichever is greater. The cubic volume of a consignment is established by applying the greatest length, the greatest width, and the greatest height of the consignment or its constituents. Consignments which result in an average of more than the industry standard 6,000 cubic centimeters per kilogram/108 cubic inches per pound shall be charged by the volume weight. The chargeable weight for consignments containing one or more pieces in excess of 318 cm (125 in.), or which may be partially or totally loaded into a pallet or partially loaded onto a pallet shall be charged by the volume weight. Special charges for oversize cargo shall be charged by the volume weight, volumetric weight or positional weight of 396 kg (4400 lbs) per pallet position required. Oversize/tie down charges as well as outside piece charges are reserved to be applied as deemed necessary and with no prior notice by the issuer of this document.

AUTHORIZATION TO SCREEN CARGO

The Transportation Security Administration requires that all cargo transported via commercial airless be screened. To facilitate the screening, we are required to have the shipper's written authorization on file, allowing the screening to take place. The completion of the air bill by the shipper or on their behalf by Four Star Cargo constitutes such authorization.

AIR CARGO SECURITY REGULATIONS

The completion of this air bill by the shipper or on their behalf by Four Star Cargo represents an agreement to comply with any and all rules and regulations dictated by the Transportation Security Administration or other federal, state or local law enforcement agencies.