

## THIS AGREEMENT IS FOR INTERNATIONAL AIR TRANSPORTATION ONLY NOTICE CONCERNING ALBATRANS' LIMITATION OF LIABILITY

If the carriage involves an ultimate destination or stop in a country other than the country of departure, the Montreal Convention or the Warsaw Convention, as defined below, may be applicable to the liability of Albatrans Logistics, Inc., and its subsidiaries and affiliates (hereinafter "Albatrans") in respect of loss, damage, or delay to cargo. Albatrans' limitation of liability in accordance with those Conventions shall be as set forth in subparagraph 4 unless a higher value is declared in advance by the Shipper and a supplementary charge paid if required.

## **CONDITIONS OF CONTRACT**

- 1. As used in this contract: 1.1 "Carrier" means all carriers that carry or undertake to carry the cargo hereunder or perform any other services incidental to such air carriage. 1.2 "Warsaw Convention" means, (a) the Convention for the Unification of Certain Rules relating to International Carriage by Air, signed at Warsaw, 12 October 1929, or (b) that Convention as amended at The Hague, 28 September 1955, or (c) that Convention as amended at The Hague 28 September 1955 and by Montreal Protocol No. 1, 2, or 4 (1975), whichever may be applicable. 1.3 "Montreal Convention" means the Convention for Unification of Certain Rules for International Carriage by Air, signed at Montreal on 28 May 1999. 1.4 "Special Drawing Right" is a Special Drawing Right as defined by the International Monetary Fund and may fluctuate in value.
- 2. 2.1 Carriage hereunder 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 Convention. 2.2 To the extent not in conflict with the foregoing, carriage hereunder and other services performed by Albatrans and carriers are subject to: 2.2.1 Applicable laws (including national laws implementing the applicable Convention), government regulations, orders and requirements; 2.2.2 Provisions herein set forth; and 2.2.3 Applicable tariffs, rules, conditions of carriage, regulations and timetables (but not the times of departure and arrival therein) of Albatrans; which are made part hereof and which may be inspected at any of its offices and at airports from which it operates regular services.
- 3. The first carrier's name may be abbreviated on the face hereof, the full name and its abbreviation being set forth in such carrier's tariffs, conditions of carriage, regulations and timetables. The first 2 carrier's address is the airport of departure shown on the face hereof. The agreed stopping places (which may be altered by Albatrans or any carrier in case of necessity) are those places, except the place of departure and the place of destination, set forth on the face hereof or shown in 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. Except as otherwise provided in Albatrans' tariffs or conditions of carriage, in carriage to which the Montreal Convention does not apply Albatrans' liability limitations for cargo lost, damaged or delayed shall be 19 SDRs per kilogram unless a greater per kilogram monetary limit is provided in any applicable Convention or in Carrier's tariffs or general conditions of carriage or a higher value is declared by the Shipper and a supplementary charge paid.



- 5. If the sum entered on the face of the air waybill as "Declared Value for Carriage" represents an amount in excess of the applicable limits of liability referred to in the above Notice and in these Conditions and if the Shipper has paid any supplementary charge that may be required by Albatrans' tariffs, conditions of carriage or regulations, this shall constitute a special declaration of value and in this case Albatrans' limit of liability shall be the sum so declared. Payment of claims shall be subject to proof of actual damages suffered.
- 6. In any case of loss of, damage to, or delay to a shipment, the weight to be used in determining Albatrans' limit of liability shall be the weight that is used to determine the charge for carriage of such shipment. In any case of loss of, damage to, or delay to part of the cargo, the weight to be taken into account in determining Albatrans' limit of liability shall be only the weight of the package or packages concerned.
- 7. Any exclusion or limitation of liability applicable to Albatrans shall apply to and be for the benefit of Albatrans' agents, servants and representatives and any person whose aircraft or other form of conveyance is used by Albatrans for carriage and its agents, servants and representatives. For purposes of this provision Albatrans acts herein as agent for all such persons.
- 8. Albatrans undertakes to complete the carriage hereunder with reasonable dispatch. Albatrans may use alternate carriers or aircraft and may without notice and with due regard to the interests of the Shipper use other means of transportation. Albatrans is authorized by Shipper to select the routing and all intermediate stopping places that it deems appropriate or to change or deviate from the routing shown on the face hereof.
- 9. Subject to the Conditions herein, Albatrans shall be liable for the cargo during the period it is in its charge or the charge of its agent.
- 10. The construction, validity, and performance of all shipments and Contracts shall be governed by the Laws of Turkey (unless otherwise agreed in the Special Terms and Conditions) and in the event that any dispute or claim arising there from cannot be resolved out of court by the parties, such claim or dispute shall be subject to the exclusive jurisdiction of the courts of Istanbul (Turkey), even in the case of summary proceedings, third party claims, or if there is more than one defendant.



