

## NOTICE CONCERNING CARRIER'S LIMITATION OF LIABILITY

IF THE CARRIAGE INVOLVES AN ULTIMATE DESTINATION OR STOP IN A COUNTRY OTHER THAN THE COUNTRY OF DEPARTURE, THE MONTREAL CONVENTION MAY BE APPLICABLE AND THE CONVENTION GOVERNS AND IN MOST CASES LIMITS THE LIABILITY OF THE CARRIER IN RESPECT OF LOSS, DAMAGE OR DELAY TO CARGO

### CONDITIONS OF CONTRACT

1. The term "conditions of contract" means this extract of the applicable ALITALIA General Conditions of Cargo Carriage, whose text is available on the [www.alitalia.com](http://www.alitalia.com) Internet website;
2. As used in this contract 'Carrier' means the legal entity that commits itself to carry out air transportation. 'Montreal Convention' means the Convention for the Unification of certain Rules relating to International Carriage by Air, signed in Montreal on 28th May, 1999,
3. (3.1) Carriage hereunder is subject to the rules relating to liability established by the Montreal Convention unless such carriage is not 'international carriage' as defined by that Convention;  
(3.2) to the extent not in conflict with the foregoing, carriage hereunder and other services performed by each Carrier are subject to:  
(3.2.1) the applicable rules provided by the Italian Navigation Code; applicable laws (including national laws implementing the Montreal Convention); government regulations; orders and requirements.  
(3.2.2) provisions herein set forth, and  
(3.2.3) applicable tariffs, rules, Carrier's instructions, Carrier's General Conditions of Carriage (G.C.C.), regulations and timetables 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 services. Nevertheless, The G.C.C. are subject to changes and modifications so as to be in line with applicable legislation. The text of the G.C.C., available on the Carrier's website, is provided for the purposes of identifying the terms and contents of the Contract. When carriage is to/from the USA, the shipper and the consignee are entitled, upon request, to receive a free copy of the conditions of carriage.  
In transportation between a place in Canada and any place outside Canada the applicable tariffs are the tariffs in force in that country.
4. None of the timetables published by the Carrier are intended to be guaranteed as regards the commencement or completion of carriage or the delivery of the cargo, unless otherwise specifically agreed and stated on the Air Waybill. The Carrier undertakes to carry the cargo with reasonable despatch, but assumes no obligation to carry the cargo by any specified aircraft. Moreover, it 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. Carrier is authorised by shipper to select the routing and all intermediate stopping places that it deems appropriate or to change or deviate from routing shown on the face hereof.
5. 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, G.C.C., regulations and timetables. The first Carrier's address is the airport of departure shown on the face hereof. The agreed stopping places (which may be altered by 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.
6. Except as otherwise provided in Carrier's tariffs or G.C.C., liability of the Carrier shall not exceed the applicable Convention limit or, if no Convention applies, 17 special drawing rights per kilogram of cargo destroyed, lost, damaged or delayed, unless the shipper has made a special declaration of value for carriage at the time the package was delivered to the Carrier and has paid the supplemental sum applicable. In this case, Carrier's liability shall never exceed the declared value for the cargo indicated on the Air Waybill and in the shipment record, unless the Carrier itself does not demonstrate that the amount declared is higher than the real interest of the shipper to delivery at destination. In any case, it is the responsibility of the claimant to furnish proof of the value of the damage incurred.
7. In cases of loss, damage or delay of part of the consignment, or of any object contained therein, 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. Nevertheless, when the loss, damage or delay of part of the shipment, or of an object contained therein, affects the value of other packages covered by the same air waybill, the total weight of such package or packages shall also be taken into account in determining the limit of liability. In the absence of proof to the contrary, the value of any such part of the shipment lost, damaged or delayed as the case may be, shall be determined by reducing the total value of the shipment in the proportion that the weight of that part of the shipment lost, damaged or delayed has to the total weight of the shipment.
8. Any exclusion or limitation of liability applicable to Carrier shall apply to and be for the benefit of Carrier's agents, servants and representatives and any person whose aircraft is used by Carrier for carriage and its agents, servants and representatives. For purposes of this provision Carrier acts herein as agent for all such persons.
9. Subject to the conditions herein, the Carrier shall be liable for the goods during the period they are in its charge or the charge of its agent.
10. (10.1) Except when the Carrier has extended credit to the consignee without the written consent of the shipper, the shipper guarantees payment of all charges for carriage due in accordance with Carrier's tariffs, conditions of carriage and related regulations, applicable laws (including national laws implementing the Convention), government regulations, orders and requirements;  
(10.2) when no part of the consignment is delivered, a claim with respect to such consignment will be entertained even though transportation charges thereon are unpaid.
11. Notice of arrival of goods will be given promptly to the consignee or to the person indicated on the face hereof as the person to be notified. On arrival of the goods at the place of destination, subject to the acceptance of other instructions from the shipper prior to arrival of the goods at the place of destination, delivery will be made to, or in accordance with the instructions of the consignee. If the consignee declines to accept the goods or cannot be communicated with, disposition will be in accordance with instructions of the shipper.
12. In the case of damage, the person entitled to delivery of the cargo must present a written complaint to the Carrier:
  - in the case of visible or hidden damage to and partial loss of the cargo, immediately after its discovery and, in any case, within fourteen (14) days from the date of receipt of the goods;
  - in the case of delay, within twenty-one (21) days from the date on which the goods were placed at his disposal;No legal action can be carried out in the case of damage or loss of cargo if the person entitled to delivery does not present the Carrier with a written complaint either immediately, when possible, or within the time limits set forth above, except in the case of fraud on the part of the Carrier.  
Should this not take place, at the moment of presentation of the complaint he shall have to present proof that the damage occurred during the period in which the Carrier had custody of the goods and not prior or subsequent to said period. The written complaint may be made to the Carrier whose Air Waybill was used, or to the first Carrier or to the last Carrier or to the Carrier who performed the transportation during which the loss, damage or delay took place.  
Any rights to damages against the 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 transportation stopped.
13. The shipper shall comply with all applicable laws and government regulations of any country to from, through or over which the goods may be carried, including those relating to the packing, carriage or delivery of the goods, and shall furnish such information and attach such documents to this Air Waybill as may be necessary to comply with such laws and regulations. Carrier is not liable to the shipper for loss or expense due to the shipper's failure to comply with this provision.
14. No agent, servant or representative of Carrier has authority to alter, modify or waive any provisions of this contract.
15. If Carrier offers insurance, and such insurance is requested and if the appropriate premium is paid and the fact recorded on the face hereof, the goods covered by this Air Waybill are insured under an open policy for the amount requested as set out on the face hereof (recovery being limited to the actual value of goods lost or damaged provided that such amount does not exceed the insured value). The insurance is subject to the terms, conditions and coverage (from which certain risks are excluded) of the open policy, which is available for inspection at an office of the issuing Carrier by the interested party. Claims under such policy must be reported immediately to an office of Carrier.

**Note: Notwithstanding any other provision, for foreign air transportation as defined in the U.S. Federal Aviation Act, as amended, in the case of loss or damage or delay of a shipment or part thereof the weight to be used in determining the Carrier's limit of liability shall be the weight which is used (or a pro rata share in the case of a part shipment loss, damage or delay) to determine the transportation charge for such shipment.**