

# Conditions of Carriage by Charter Flight for International Cargo

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**ALL NIPPON AIRWAYS CO., LTD.**

**全日本空輸株式会社**

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## **Conditions of Carriage (International Cargo)**

### **1. DEFINITIONS**

“Advance Arrangement” means any special arrangement between the charterer or shipper, and ANA, made prior to tender of the shipment.

“Agent” means any director, officer, employee, agent or contractor of the Company who assists in the performance of the contract of carriage.

“Agreed Stopping Places” means those places, other than the place of departure and the Destination, set forth in an Air Waybill as scheduled stopping places or shown in a charter contract.

“Air Waybill”, which is equivalent to air consignment note, means the non-negotiable document entitled "Airway bill/Consignment Note" made out by shipper or ANA or charterer on behalf of the shipper which evidences the contract between shipper and ANA of carriage of cargo over the routes of ANA pursuant to Charter Agreement.

“Applicable Laws” means such laws, cabinet orders and ministerial ordinances and other governmental regulations, rules, orders, demands or requirements of any state or country as will apply to Carriage of a Cargo to be performed by ANA.

“Authorised Agency” means a sales agent appointed by ANA to represent ANA in the sale of Carriage by Charter Flight over ANA's services.

“ANA's Regulations” means ANA's rules and regulations, other than these Conditions of Carriage, for International Carriage of Cargo including, but not limited to, ANA's tables of Charges and Rates.

“Charges” means an amount to be paid for Carriage by Charter Flight based on the applicable charges for such carriage or an amount to be paid for special or incidental services in connection with such carriage.

“Cargo”,

1. which is equivalent to the term goods, is anything carried to be carried in a chartered aircraft, other than mail or baggage.

2. which is equivalent to consignment, except as otherwise provided by ANA, means one or more pieces of goods accepted by ANA from one shipper at one time and at one address, received for in one lot and moving on one air waybill to one consignee at one destination address.

“Carriage by Charter Flight” means carriage of a Cargo by air, gratuitous or for reward, pursuant to the Charter Agreement.

“Charter Agreement”, means an agreement between charterer and ANA concerning the chartering of a whole or any portion of aircraft equipped and manned with crew for one or

more determined trip or trips, pursuant to which ANA contracts with shipper for carriage of cargo by charter flight.

“Charter Application” means an application for charter flight completed and signed by the charterer in the form

prescribed by ANA, by which ANA checks and confirms the charter’s eligibility for charter flight in accordance with the terms and provisions of the Charter Regulations approved by Ministry of Land, Infrastructure and Transport, Japan and in respect of the statements of which the charterer warrants to be true and correct to the best of his knowledge and belief. The Charter Regulations may be inspected at any of ANA’s Office.

“Charterer” means any person whose name appears on Charter Agreement as the party contracting with ANA. Any action taken by the charterer in respect of air waybill shall be deemed to be done as agent for the shipper.

“City Terminal Service” means the surface carriage of shipment between ANA’s city handling station and the airport of departure or destination, as the case may be.

“Consignee” means the person whose name appears on the air waybill as the party to whom the shipment is to be delivered by ANA.

“ANA” means, collectively or individually, as the case may be, ALL NIPPON AIRWAYS COMPANY, LTD.

“Company’s Office” means a Company’s office and ANA’s website on the Internet.

“Convention” means whichever of the following instruments is applicable to the contract of carriage;

“Convention for the Unification of Certain Rules Relating to International Carriage by Air” signed at Warsaw on 12th October, 1929 (hereinafter referred to as “Warsaw Convention”);

“Warsaw Convention as amended at The Hague in 1955” signed at The Hague on 28th September, 1955 (hereinafter referred to as “Warsaw Convention as amended at The Hague”);

“Warsaw Convention” as amended by Additional Protocol No.1 of Montreal 1975;

“Warsaw Convention as amended at The Hague” as amended by Additional Protocol No.2 of Montreal 1975; “Warsaw Convention as amended at The Hague” as amended by Protocol No.4 of Montreal 1975 (hereinafter referred to as “Warsaw Convention as amended at Montreal”); and

“Convention for the Unification of Certain Rules for International Carriage by Air”, done at Montreal on 28th May, 1999 (hereinafter referred to as the “Montreal Convention”).

“Custom consignee”, which is equivalent to customs clearance agent means a customs broker or other agent of the consignee designated to perform customs clearance services for the consignee.

“Days” means calendar days including all seven days of the week; provided that, for the purpose of calculating the number of days of a notice period, the day upon which such notice is dispatched shall not be counted and further provided that, for the purpose of notification in connection with the carriage of Cargo by charter flight, when the last day falls on Sunday, or a legal holiday, such Sunday or legal holiday shall not be counted. “Delivery Service” means the surface carriage of inbound shipments from the airport of destination to the address of the consignee or that of his designated agent or to the custody of the appropriate government agency when required.

“Delivery Service” means the surface carriage of inbound shipments from the airport of destination to the address of the consignee or that of his designated agent or to the custody of the appropriate government agency when required.

“Destination” means the ultimate stopping place shown in an Air Waybill.

“French Gold Francs” means French francs consisting of 65 1/2 milligrams of gold at the standard of fineness of nine hundred thousandths. French Gold Francs may be converted into any national currency in round figures.

“International Carriage” means (except where the Convention is applicable) Carriage by Charter Flight in which, according to a contract of carriage, the place of departure and, the Destination or Agreed Stopping Places, are situated in two or more countries. As used in this definition, the term "country", which is equivalent to "state", shall include any territory subject to its sovereignty, suzerainty, mandate, authority or trusteeship.

“Pick-up Service” means the surface carriage of outbound shipments from the point of pick-up to the airport of departure.

“Rate” means the amount charged by ANA for carriage of a unit of weight (or volume) or value of goods.

“SDR” means Special Drawing Rights as defined by the International Monetary Fund. Conversion of the SDR sum into a national currency shall be made as follows: In the case as defined in Article 27-(A) of these Conditions of Carriage, it shall be made at the exchange rate between the currency and SDR in effect on the date of issuance of the air waybill. In the cases as defined in Article 27-(D)-1 of these Conditions of Carriage, it shall be made, in the case of judicial proceedings, at the exchange rate between the currency and SDR in effect on the date of the final court hearing of such proceedings, and, in any other case, at the exchange rate between the currency and SDR in effect on the date on which the amount of the damages is finally fixed

“Shipper”, which is equivalent to consignor, means the person whose name appears on the air waybill as the party contracting with ANA for carriage of cargo pursuant to the Charter Agreement.

## 2. APPLICATION OF CONDITIONS

(A) General

Nothing in these Conditions of Carriage or ANA's Regulations shall, unless permitted by the Convention and otherwise expressly provided herein, constitute a modification by ANA of any provision of, or waiver by ANA of any right granted to it by, the Convention.

(B) Applicability

These Conditions of Carriage shall apply to any Carriage by Charter Flight for Cargo and any service incidental thereto, each to be performed or provided by ANA at Charges established in connection with these Conditions of Carriage, and shall constitute terms and conditions and provisions under which ANA performs or undertakes to perform such charter flight to the same extent as if these Conditions of Carriage were included as terms and conditions and provisions in the Charter Agreement, Air Waybill and expressly agreed to by the charterer and Shippers.

(C) Gratuitous Carriage

With respect to gratuitous Carriage by Charter Flight, ANA reserves the right to exclude the application of any provisions of these Conditions of Carriage.

(D) Change of Conditions of Carriage or ANA's Regulations

Except as will be prohibited by Applicable Laws, ANA may change, modify or amend any provision of these Conditions of Carriage or of the ANA's Regulations; provided that such change, modification or amendment shall be notified by posting on its website or in any other appropriate manner for a reasonable period of time.

(E) Applicable Conditions

Any Carriage by Charter Flight for Cargo shall be subject to these Conditions of Carriage and ANA's Regulations in effect as of the issue date of Air Waybill.

### 3. CHARTER AGREEMENT

No Carriage by Charter Flight shall be performed unless a written Charter Agreement, in the form prescribed by ANA, is executed by the charterer and ANA.

A charterer shall submit a written charter application to ANA and get its approval before the execution of the charter agreement. The charter application approved by ANA shall be made a part of the Charter Agreement at the execution of such agreement.

### 4. FLIGHT ROUTE AND SUBSTITUTION OF AIRCRAFT



(A) Selection of Flight Route

ANA shall have the right to select the flight route for the charter flight; provided however, that the shortest route which, in the opinion of ANA, is safe and feasible, will be followed.

(B) Substitution of Aircraft

In the event it is impossible for ANA to provide the charter the type of aircraft specified in Charter Agreement, ANA may without any notice and without any liability effect the transportation by means of an aircraft of another type or arrange for the substitution of another air carrier who will effect the transportation in question on behalf of ANA by means of one of their aircraft of the same type or of a type other than that stipulated in Charter Agreement. In the event ANA substitutes a different aircraft from the aircraft originally chartered, the charges shall in no event be higher than the applicable charges for the aircraft originally chartered; however, if an aircraft is substituted for which charges are less than the applicable charges for the aircraft originally chartered, such lower charges shall apply. The charterer shall indemnify and hold ANA harmless from claims by shippers, consignees or other persons having any interest in the charter flight pursuant to such Charter Agreement, arising out of or in connection with such substitution of air carrier or type of aircraft.

## 5. SCHEDULES, DELAYS AND CANCELLATIONS OF FLIGHT AND LIABILITY

(A) Schedules

ANA undertakes to use its best efforts to carry a Cargo with reasonable dispatch and to adhere to published schedules in effect on the date of carriage; provided that the operation schedules of the charter flight set forth in Charter Agreement shall be just scheduled but not guaranteed.

(B) Cancellations

ANA may, without prior notice cancel, terminate, divert, postpone, advance or delay any charter flight or proceed with any charter flight without all or any part of the Cargo or determine if any take-off or landing should be made, without any liability of any kind to the charterer, Shipper, Consignee and any other person having any interest in the charter flight;

1. any fact beyond ANA's control (including, but not limited to, force Majeure such as meteorological conditions, acts of God, strikes, riots, civil commotions, embargoes, wars, hostilities, disturbances or unstable international relations) whether actual, threatened or reported or because of any delay, demand, condition, circumstances or requirement directly or indirectly relating to such fact;

2. any fact not to be foreseen, anticipated or predicted;

3. any Applicable Laws;
4. shortage of labor, fuel or facilities or labor problems of ANA or others; or
5. mechanical or operational difficulties related to the safety of chartered aircraft.

## 6. SPACE AND WEIGHT LIMITATIONS

Charterer or shipper shall have the right to utilize all or any part of space on the chartered aircraft during the charter flight in accordance with the Charter Agreement, provided, however, that the space and weight available on any portion of the charter flight shall be decided solely by ANA. Cargo will be carried within such space and weight limitations of the chartered aircraft. Any such space in the chartered aircraft not utilized by the charterer or shipper may be utilized by ANA for the carriage of without diminution of the charter price as provided in Article No.12 and other charges and expenses.

## 7. CHARACTERISTICS OF AIRCRAFT

The characteristics of the chartered aircraft available to the charterer shall be specified by ANA at the execution of Charter Agreement. Such characteristics may be changed by ANA in case of adverse meteorological conditions, or for other operational, mechanical or economic reasons.

## 8. CREW IN CHARGE

The chartered aircraft shall at all times be under the exclusive command and control of ANA's crew in charge, who are authorised to take all necessary measures to insure safety. In this respect, they shall have complete discretion concerning the load carried, its distribution, the route to be flown, the time of departure from the original point and all intermediate points, when and if the charter flight shall be undertaken and as to where landings should be made. The charterer, passengers and shipper shall accept all such decisions as final and shall strictly comply with all orders issued by the crew in charge.

## 9. FALSE REPRESENTATIONS AND OTHER VIOLATIONS BY CHARTERER

ANA may cancel Charter Agreement, or in case charter flight has commenced, terminate the charter flight immediately without special warning or formal notice being given and also without liability of any kind to the charterer, shipper, consignee and any other person having interest in the charter flight, in the event that any provision of Charter Agreement and Applicable Laws is violated or unobserved by the charterer or by any such person or in the event that any representation in the charter application by the charterer is false. In the event of such cancellation before the commencement of the charter flight, ANA may collect charge provided in Article No.15 from the charterer. In the event of such termination after the commencement of the charter flight, ANA may collect charge as provided in Article No.15. Neither the cancellation nor the termination of Charter Agreement for such reason shall affect ANA's right to collect damages from the charterer for such violation, inobservance or false representation. The charterer shall indemnify and hold ANA harmless from claims by shippers, consignees or other person having any interest in the charter flight pursuant to such Charter Agreement, arising out of or in connection with such cancellation or termination.

#### 10. NECESSARY ARRANGEMENT BY CHARTERER

The charterer shall make all necessary arrangements to ensure the arrival of cargo for embarking and loading, at the time specified by ANA or its crew in charge. In the event that the charterer does not have the cargo ready for loading at such time specified, the charter flight may proceed without the full load and ANA shall be under no obligation to delay departure of any chartered aircraft operating any portion of the charter flight. In the event the charterer requests a delay in any such departure and ANA agrees thereto, the charterer shall pay ANA all additional charges, costs and expenses incurred by ANA in connection with such delay.

#### 11. LIST OF ITEMS OF CARGO

Prior to the commencement of the charter flight, the charterer will furnish ANA with a detailed list of all cargo to be transported by the charter flight, including the items and values, signed by the charterer or its agent.

#### 12. CHARTER PRICE

The following charges applicable to charter flight (hereinafter referred to as “charter price”) shall be payable by the charterer.

1. Retaining or layover charges in case that chartered aircraft is delayed or held at the request of the charterer at any point after the reasonable period ordinarily required;
2. Valuation charges on cargo, if any, assessable in relation to declared value;
3. Landing charges (including charges imposed by an airport authority), parking charges, hanger charges, ground service charges and/or dispatch service charges assessed in connection with each landing or handling requested by charterer, shipper or other person on behalf of the charterer, made at an airport not regularly served by ANA; and
4. The costs of the chartered aircraft with crew members, fuel, oil, maintenance and appropriate meal in flight.

### 13. ACCESSORIAL SERVICES AND CHARGES

The following are not included in the charter price and shall be paid in addition to such charter price, by charterer, shipper, consignee or owner, as the case may be, in accordance with the provisions of these Conditions of Carriage.

1. Ground transportation services (including ground transfer services);
2. Cost for visas, customs inspection fees, custom duties and any other taxes, charges, penalties and fees imposed in accordance with Applicable Laws;
3. Cost of personnel or special equipment or facilities to be hired or procured;
4. Hotel accommodation expenses;
5. Insurance charges;
6. Pick-up, delivery and city terminal services;
7. Storage and warehouse services and facilities;
8. Advanced charges and disbursement charges;
9. Expenses in repairing faulty packing;
10. Charges for carriage of cargo forwarded, transshipped or reforwarded by any other transportation service, or returned to point of origin;
11. Valuation charges on the cargo assessable in relation to value declared by shipper for Carriage by Charter Flight after the execution of Charter Agreement; or
12. Any other similar services, charges or expenses.

### 14. APPLICABLE CHARTER PRICE AND OTHER CHARGES

(A) General

Except as otherwise agreed by ANA, ANA will not perform Carriage by Charter Flight until the charterer, and/or shipper has paid the applicable charter price and other charges and expenses for such carriage, insofar as they have been ascertained before the commencement of charter flight.

(B) Applicable charter Price and Charges

Applicable charter price and other charges and expenses for Carriage by Charter Flight are duly established by ANA, and shall be those in effect on the date and hour of commencement of Carriage by Charter Flight. When the charter price and other charges and expenses collected for such carriage are not the applicable charter price, charges and expenses, the difference will be refunded to or collected from the charterer, shipper, consignee and/or owner, as the case may be, in accordance with the provisions of these Conditions of Carriage.

(C) Payment

1. Subject to Applicable Laws and acceptability to ANA, payment of charter price and other charges and expenses may be made in a currency other than the currency in which the charter price and other charges and expenses are established. If a payment is made in a currency other than the currency in which the charter price and other charges and expenses are established, such payment shall be made at the rate of exchange established in accordance with ANA's Regulations.

2. The charterer shall pay to ANA the charter price and other charges and expenses, prior to the commencement of Carriage by Charter Flight, in the manner specified by ANA; provided, however, that, with respect to any charter price and other charges and expenses which cannot be determined before the commencement of Carriage by Charter Flight, any necessary adjustment will be made at the completion or in the course of Carriage by Charter Flight and any additional amount due to ANA will be paid by the charterer, shipper, consignee or owner, as the case may be, in accordance with the provisions of these Conditions of Carriage, promptly upon receipt of a statement therefor from ANA. If required by ANA, the charterer, or shipper must deposit with ANA a sum estimated by ANA to be sufficient to cover any charter price and other charges and expenses which cannot be determined before the commencement of Carriage by Charter Flight. Any balance due from ANA to the charterer, shipper, or vice versa in connection with such deposit shall be paid after completion of Carriage by Charter Flight and determination of the exact amount of such charter price and other charges and expenses.

## 15. CHARGES AND INDEMNITY

### (A) Charges for Cancellation

The charterer may, by giving written notice effective upon its receipt by ANA, cancel Charter Agreement. In such event the charterer shall pay to ANA charges for cancellation: In the event of cancellations by charterer as stated in the sub-paragraph 1 and 2 of this Article, any difference between the fees paid and the charter price and other charges and expenses collected will be refunded to or collected from the charterer, as may be appropriate.

1. For International Carriage, the charges shall be as follows:

- (a) 10% of the charter price as provided in Charter Agreement if the cancellation is made 60 days or more prior to the day before the scheduled date and time of the charter flight;
- (b) 25% of the charter price as provided in Charter Agreement if the cancellation is made within the period of 59 to 30 days(inclusive) prior to the day before the scheduled date and time of the charter flight;
- (c) 50% of the charter price as provided in Charter Agreement if the cancellation is made within the period of 29 days up to the day immediately preceding the scheduled date and time of the charter flight;
- (d) 100% of the charter price as provided in Charter Agreement if the cancellation is made on or after the scheduled departure date.

### (B) Indemnity

In the event of such cancellation by charterer as provided in Paragraph (A) above after the issuance of air waybill, the contract of carriage with passenger or shipper pursuant to such Charter Agreement shall be automatically cancelled and the charterer shall indemnify and hold ANA harmless from claims by shipper, consignee and other persons having any interest in the charter flight pursuant to such Charter Agreement, arising out of or in connection with such cancellation.

## 16. CHARTER PRICE AND OTHER CHARGES IN CASE OF CANCELLATION AND TERMINATION

### (A) Refund Amount

Unless otherwise specifically provided in these Conditions of Carriage, ANA will refund the charter price and other charges and expenses collected, in the event of cancellation of Charter Agreement before the commencement of charter flight. In the event of termination of charter flight after the commencement of charter flight, unless otherwise provided in

these Conditions of Carriage, the charter price and other charges and expenses for the transportation performed will be the sum of flight and ferry charges for the transportation performed, calculated in the manner provided by ANA plus other charges and expenses (including layover, landing, parking, hangar, ground service and dispatch service and other accessorial

service charges) actually paid or incurred by ANA for the transportation performed and the charter price and other charges and expenses shall be adjusted by such sum; provided, however, valuation charges shall not be refunded after the charter flight has commenced.

(B) Currency

All refunds will be subject to Applicable Laws of the country in which charter price and other charges and expenses were paid and of the country in which the refund is being made.

Subject to the foregoing provisions, refunds will be made, at the option of ANA, in the currency in which the charter price and other charges and expenses were paid, or in lawful currency of Japan or of the country where the refund is made or in the currency of the country in which the charter price and other charges and expenses were paid, in an amount equivalent to the amount due in the currency in which the charter price and other charges and expenses were collected.

(C) Refund Handling

ANA will make refund through its general accounting office or regional sales branches and will require written applications for refunds to be prepared by charterer, shipper, consignee or owner on form approved by ANA.

(D) Person to Whom Refund is made

Refunds of charter price and other charges and expenses shall be made to the person who paid them to ANA.

## 17. EXECUTION OF AIR WAYBILL

(A) Preparation by Shipper

1. The shipper shall make out, or have made out on his behalf, an air waybill in the form, manner and number of copies prescribed by ANA, and shall deliver such air waybill to ANA simultaneously with the acceptance of the shipment by ANA for Carriage by Charter Flight. The issuance by ANA of the air waybill shall constitute the conclusion of contract with shipper for carriage of cargo by charter flight pursuant to the Charter Agreement. No amount of rates or charges shall be entered in the air waybill; instead, the identification of the charter flight will be shown.
2. ANA may require the shipper to make out, or have made out on his behalf, separate air

waybill when all of the shipment cannot, without breach of Applicable Laws or ANA's Regulations, be carried on one air waybill.

(B) Apparent Order and Condition of Cargo

If the apparent order and conditions of the cargo and/or packing is not good the shipper shall insert in the air waybill what the apparent order and conditions is. However, if the shipper fails to do so, or if such statement is inaccurate, ANA may insert in the air waybill a statement of the apparent order and conditions or note a correction thereon.

(C) Preparation, Completion or Correction by ANA

ANA may at the respect of the shipper, expressed or implied, make out the air waybill, in which event, subject to proof to the contrary, ANA shall be deemed to have done so on behalf of the shipper. If the air waybill handed over with the cargo does not contain all the required particulars, or if it contains any error, ANA completes or corrects it to the best of ANA's ability without being under any obligation to do so.

(D) Responsibility for Particulars and Statements

The shipper is responsible to ANA and all other persons for the correctness and completeness of the particulars and statements which he inserts in the air waybill, or which ANA inserts on his behalf. The shipper shall be liable for all damages suffered by ANA or any other persons by reason of the irregularity, incorrectness or incompleteness of said particulars or statements, whether the air waybill was made out by or on behalf of the shipper or by ANA (or completed by ANA) on behalf of the shipper pursuant to Paragraph (C) above.

(E) Alternation

ANA will not accept an air waybill, if any part of it is mutilated or if it has been altered or erased by other than ANA.

## 18. PAYMENT OF CARGO CHARGES

(A) Payment of Full Charges

Full applicable charter price as provided in Article No.12 and other charges and expenses as provided in Article No.13 made or incurred or to be incurred by ANA and any other sums payable to ANA, will be deemed fully earned, whether or not the cargo is lost or damaged, or fails to arrive at the destination specified on the air waybill or Charter Agreement. No claim for loss or damage to a shipment will be entertained until all charter price and other charges and expenses thereon have been paid, except that 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. The amount of claims may not be



deducted from such charter price and other charges and expenses.

(B) Guarantee of Unpaid Charges

The shipper guarantees payment of all costs, expenditures, fines, penalties, loss of time, damages and other sums which ANA may incur or suffer by reason of:

1. inclusion in the shipment of articles, the carriage of which is prohibited by Applicable Laws;
2. illegal, incorrect or insufficient marking, numbering, addressing or packing of packages or description of the cargo;
3. absence, delay or incorrectness of any export or import license or any required certificate or document;
4. improper customs valuation; or
5. incorrect statement of weight or volume.

By taking delivery or exercising any other right arising from the contract with shipper for carriage of cargo pursuant to the Charter Agreement, the consignee agrees to pay all such charges, and sums except prepaid charges; but this shall not discharge the shipper's guarantee to pay the same. ANA shall have a lien on the shipment for each of the foregoing, and in the event of non-payment thereof, shall have the right to dispose of the shipment at public or private sale (provided that prior to such sale, ANA shall have mailed notice thereof to the shipper or to the consignee at the address stated in the air waybill), and to pay itself out of the proceeds of such sale any and all such amounts. No such sale shall, however, discharge any liability to pay any deficiencies, for which the shipper and the consignee shall remain jointly and severally liable. No such lien or right of sale, and no right of ANA to collect any of the foregoing shall be in any way affected, lost or prejudiced by reason of the acknowledgement of payment, if not actually paid, or, so far as concerns the right of ANA to collect any of the foregoing, by reason of the delivery of the cargo or the surrender of the possession thereof.

(C) Basis of Charges

1. The shipper or charterer on behalf of shipper must make a declaration of value for carriage on the air waybill of all shipment. Such declaration of value may be in any amount, provided that "NVD" (No Value Declared) may constitute such declaration.
  - (a) The valuation charge will be assessed in accordance with ANA's Regulations for a shipment having a declared value for carriage in excess of a value as specified thereon.
  - (b) The value of the shipment per kilogram or per pound for applying valuation charges will be determined by dividing the shipper's declared value for carriage by the actual gross weight of the shipment.
2. If the declared value of cargo exceeds the declared value on which valuation charges for carriage have been previously computed. ANA shall be entitled to require

payment of the valuation charges on such excess.

(D) Charges for Disbursement

When requested by the shipper, ANA will collect from the consignee an amount shown on the air waybill as disbursement such as charge for transportation, cartage, storage, loading or unloading not performed by ANA and government duty and customs fees. A service charge as provided in ANA's Regulations will be assessed for collecting and remitting to the shipper the amount of the disbursement. Any amendment of disbursement amounts shall be made by the shipper in writing prior to delivery of the shipment to the consignee or his agent.

## 19. ACCEPTABILITY OF CARGO FOR CARRIAGE

(A) Valuation Limits

1. No shipment having a declared value for carriage in excess of U.S. \$100,000 (or its equivalent) will be accepted for carriage by charter flight unless advance arrangement therefor has been made.
2. The limit of value of one shipment or group of shipments to be carried in any one charter aircraft, shall be U.S. \$2,000,000 (or its equivalent). If the declared value of a single shipment exceeds such limits, such single shipment may not be carried in the same chartered aircraft. ANA reserves the right to refuse to transport in any one chartered aircraft, shipments having declared values in the aggregate which violate or lead to the violation of the rule of this Article.

(B) Packing and Marking of Shipment

1. Shipper is responsible for ensuring that the cargo is packed in an appropriate way for air carriage so as to ensure that it can be carried safely with ordinary care in handling and so as not to injure or damage any persons, goods or property. Each package shall be legibly and durably marked with the name and full street address of the shipper and consignee.
2. Packages containing valuables as defined in ANA's Regulations must be sealed in a method approved by ANA.

(C) Cargo Acceptable

ANA undertakes to transport, subject to the availability of suitable equipment of the kind and type capable of handling the shipment, general merchandise, goods, wares and products of all kinds, unless otherwise excluded by ANA's Regulations, and provided that:

1. the transportation, or the exportation or importation thereof is not prohibited by Applicable Laws of any country to be flown from, to, through or over;
2. they are packed in a manner suitable for carriage by aircraft;

3. they are accompanied by the requisite shipping documents;
4. they are not likely to endanger aircraft, persons or property, or cause annoyance to passengers.

(D) Cargo Acceptable only under Prescribed Conditions

1. The following goods as defined by ANA will only be accepted for carriage by chartered aircraft subject to the conditions provided in applicable tariffs:

- (a) Firearms;
- (b) Human remains;
- (c) Live animals, including, but not limited to, livestock, birds, reptiles, fish, shellfish, insects and pets;
- (d) Perishables; or

Dangerous goods including explosives, compressed gases, flammable liquids, flammable solids, oxidizing, substances, poisonous substances, radioactive materials, corrosives and other articles or substances which are capable of posing a significant risk to health, safety or property.

2. Packages or pieces of unusual weight, shape or size will not be accepted for carriage by chartered aircraft unless advance arrangements therefor have been made. Shipments requiring special devices for safe handling will be accepted for carriage by chartered aircraft only when such special devices are provided and operated by and at the expense of the charterer, shipper or consignee.

3. Shipment with a floor-bearing weight per unit square in excess of the floor load limitation specified by ANA must be furnished with a suitable skid or base, for use in available chartered aircraft, which will reduce the floor-bearing weight to such floor load limitation or less. The weight of such skid or base will be included in the weight of the shipment.

(E) Responsibility for Non-Observance of Conditions related to Special Goods

Responsibility for non-observance of the conditions relating to cargo which is not acceptable for carriage by chartered aircraft or is acceptable only under certain conditions, rests upon the charterer and the shipper and the owner of the cargo, who jointly and severally shall indemnify ANA for any loss, damage, delay, liability or penalties because of carriage of any such cargo by chartered aircraft.

(F) Inspection of Shipment

ANA reserves the right to examine the packaging and contents of all shipments and to enquire into the correctness or sufficiency of information of documents tendered in respect of any shipment but ANA shall be under no obligation to do so.

(G) Unit Load Devices

When shipper undertakes to load a Unit Load Devices(ULD) he must comply with ANA's loading instructions and shall be liable for and indemnify ANA against all consequences of any non-compliance with such instructions.

## 20. SHIPMENTS IN TRANSIT

### (A) Compliance with Applicable laws

1. The shipper shall comply with and the charter shall ensure compliance by shipper Applicable Laws of any country to or from which the cargo may be carried, or any country through or over which the cargo is planned to be carried, including, but not limited to, those relating to the packing, carriage or delivery of the cargo, and shall furnish such information and attach such documents to the air waybill as may be necessary to comply with such Applicable Laws. The shipper shall be liable to ANA for any damage occasioned by the failure of the shipper to comply with this provision. ANA will not be obligated to inquire into the correctness or sufficiency of such information or documents. ANA will not be liable to shipper, consignee or any other person for loss or expense due to shipper's failure to comply with this provision.

2. ANA shall not be liable for refusing to carry any shipment if ANA reasonably determines in good faith that such refusal is required by Applicable Laws.

### (B) Disbursements and Customs Formalities

ANA will, but shall be under no obligation to, advance any duties, taxes or charges and to make any disbursements with respect to the cargo, and the charterer, the shipper, owner and consignee shall be jointly and severally liable for the reimbursement thereof. ANA shall not be under obligation to incur any expense or to make any advance in connection with the forwarding or reforwarding of the cargo except against prepayment by the charterer or the shipper. If it is necessary to make customs entry of the cargo at any place, the cargo shall be considered to be consigned at such place to the person named on the face of the air waybill as customs consignee or, if no such person be named, to ANA or to such customs consignee, if any, as ANA may designate. For any such purpose a copy of the air waybill, certified by ANA, shall be considered an original.

### (C) Certain Rights of ANA over Shipment in Transit

If in the opinion of ANA it is necessary to hold the shipment at any place during, before or after transit for any purpose, ANA may, upon giving notice to the shipper or consignee at the address stated in the air waybill, store the shipment for the account of, and at the risk and expense of the shipper, owner and consignee of the shipment or any one of them in any warehouse or other available place, or with the customs authorities; or ANA may deliver the shipment to another transportation service for onward carriage to the consignee. The shipper, owner or consignee of the shipment shall be jointly and severally liable for and indemnify ANA against any expense or risk so incurred.

(D) Delays and Cancellation of Flight

In the event the carriage of any shipment by charter flight is so cancelled, postponed, advanced or terminated pursuant to the provision of Article No.5 (B), ANA shall not be under any liability to shipper, consignee and any other persons with respect thereto. In the event Carriage by Charter Flight, of the shipment or any part thereof is so terminated, ANA may place such shipment in storage at shipper's expense, or may, at the expense of shipper or consignee, forward the shipment for carriage by any other route or forward the shipment as agent for the shipper or the consignee, for onward carriage by any other transportation service on behalf of the shipper or the consignee. In the event the Carriage by Charter Flight, of the shipment or any part thereof is so terminated, delivery thereof by ANA to any transfer agent for transfer or delivery or the placing of such shipment in storage shall be deemed complete delivery under the air waybill, and ANA shall be without any further liability with respect thereto, except to give notice of the disposition of the shipment to the shipper or the consignee, at the address stated in the air waybill.

(E) Priority of Carriage as between Shipments

Subject to Applicable Laws, ANA may determine, on a reasonable and not unjustly discriminatory basis, the priority of carriage as between shipments and decide which articles shall be carried and which articles shall not be carried or shall be removed at any time or place whatsoever and proceed with any charter flight without all or any part of the goods in one shipment.

## 21. SHIPPER'S RIGHT OF DISPOSITION OF SHIPMENT

(A) Exercise of Right of Disposition

Every exercise of the right of disposition of the shipment must be made by the shipper and must be applicable to the whole shipment under a single air waybill. The right of disposition over the cargo may only be exercised if the shipper produces the part of the air waybill which was delivered to him. Instructions as to disposition must be given to ANA in writing in the form prescribed by ANA. In the event that the exercise of the right of disposition results in a change in consignee, such new consignee shall be the consignee as though same had appeared on the air waybill.

(B) Shipper's Option

Subject to shipper's liability to carry out all his obligations under these Conditions of Carriage and provided that this right of disposition is not exercised in such a way as to prejudice ANA or other shipper, the shipper may dispose of the cargo either:

1. by withdrawing it at the airport of departure or of destination;

2. by stopping it in the course of the journey on any landing;
3. by calling for it to be delivered at the place of destination or in the course of the journey to a person other than the consignee named in the air waybill; or
4. by requiring it to be returned to the airport of departure.

(C) Payment of Expenses

The shipper shall be liable for and shall indemnify ANA for all loss or damage suffered or incurred by ANA as a result of the exercise of his right of disposition. The shipper shall reimburse ANA for any expenses occasioned by the exercise of his right of disposition.

(D) ANA's Inability to Comply

Notwithstanding the provision of Paragraph (A) above, ANA reserves the right to refuse such execution of shipper's right of disposition, if in the opinion of ANA it is not practicable to carry out such instruction of the shipper. In such event ANA shall so inform him promptly. The cost of so doing attaches to the cargo.

(E) Extent of Shipper's Right

The shipper's right of disposition shall cease at the moment when, after arrival of the cargo at the destination, the consignee takes possession or requests delivery of the cargo or air waybill, or otherwise shows his acceptance of the cargo. Nevertheless, if the consignee declines to accept the air waybill or the cargo, or if he cannot be communicated with, such right of disposition shall continue to vest in the shipper.

## 22. DELIVERY

(A) Delivery to Consignee

1. Except as otherwise specifically provided in the air waybill, delivery of the shipment will be made only to the consignee named on the face of the air waybill. Delivery to the consignee shall be considered to have been effected when the shipment has been delivered to customs or other government authorities as required by Applicable Laws, and when ANA has delivered to the consignee any authorisation required to enable the consignee to obtain release of the shipment and has forwarded the notice of arrival referred to in Paragraph (B) below.
2. Delivery of the shipment shall be made by ANA only upon written receipt of the consignee and upon compliance with all other applicable terms and conditions of the air waybill and of these Conditions of Carriage.

(B) Notice of Arrival

Unless the shipment is to be reforwarded in accordance with Article No.24, notice of arrival of the shipment will, in the absence of other instructions, be sent to the consignee, or any

other person whom ANA has agreed to notify as evidenced in the air waybill, by ordinary methods; ANA is not liable for non-receipt or delay in receipt of such notice.

(C) Failure of Consignee to Take Delivery

1. subject to the provisions of Paragraph (E) below, if the consignee refuses or fails to take delivery of the shipment after its arrival at the place of delivery, ANA will endeavor to comply with any instructions of the shipper set forth on the face of the air waybill. If such instructions are not so set forth or cannot reasonably be complied with, ANA shall notify the shipper of the consignee's failure to take delivery and request his instructions. If no such instructions are received within 30 days, ANA may sell the shipment in one or more lots at public or private sale, or destroy or abandon such shipment.

2. The shipper and owner are liable for all charges and expenses resulting from or in connection with such failure to take delivery of the shipment, including, but not limited to, transportation charges incurred in returning the shipment if so required by the shipper's instruction. If the shipment is returned to the airport of departure and the shipper or owner refuses to make such payments or neglects to make such payments within 15 days after such return, ANA may dispose of the shipment or any part thereof at public or private sale after giving the shipper at the address stated on the air waybill 10 days' notice of its intention to do so.

3. In the event of the sale of the shipment as provided for in Subparagraph 1. and 2. above, either at the place of destination or at the place to which the shipment has been returned, ANA is authorised to pay to itself and other transportation services out of the proceeds of such sale all charges, advances and expenses of ANA and other transportation services plus costs of sale, holding any surplus subject to the order of the shipper. The sale of any such shipment shall, however, not discharge the shipper and/or owner of any liability to pay any deficiencies due to ANA.

(D) Place of Delivery

The consignee must accept delivery of and collect the shipment at the airport of destination unless otherwise designated by ANA or provided in ANA's Regulations.

(E) Disposal of Perishables

When a shipment containing perishable articles is delayed in the possession of ANA, is unclaimed or refused at place of delivery, or for other reasons is threatened with deterioration, ANA will immediately take such steps necessary for the protection of itself and other parties in interest, including, but not limited to, the destruction or abandonment of all or any part of the shipment, the sending of communications for instructions at the risk and cost of the shipper, the storage of the shipment or any part thereof at the risk and cost of the shipper, or the disposition of the shipment or any part thereof at public or private sale without notice. The sale of any such shipment shall, however, not discharge the shipper of any liability to pay any charges and expenses due to ANA.

## 23. CARGO ATTENDANTS

Subject to advance arrangement, ANA will transport cargo attendants on all cargo chartered aircraft without additional charge, for the purpose of accompanying shipments when necessary for the protection of the shipment, other property, the chartered aircraft or its crew. Except as otherwise provided by ANA, the carriage of such cargo attendants is subject to the provisions for Conditions of Carriage by Charter Flight for Passengers and Baggage.

## 24. FORWARDING AND REFORWARDING

The cargo (or packages said to contain the cargo) described on the face of the air waybill, is accepted for carriage by chartered aircraft from their receipt at ANA's cargo terminal or airport office at the place of departure to the airport at the place of destination. If so specifically agreed in the Charter Agreement or air waybill, the cargo (or packages said to contain the cargo) described on the face of the air waybill, is also accepted for forwarding to the airport of departure and for reforwarding beyond the airport of destination. If such forwarding or reforwarding is by carriage operated by ANA, such carriage shall be upon the same terms as to liability as set forth in Article No.26 and Article No.27. In any other event, in forwarding or reforwarding the cargo, ANA shall do so only as agent of the charterer, shipper, owner, or consignee, as the case may be, and shall not be liable for any damage arising out of such additional carriage, unless proved to have been caused by its own negligence or willful fault. The charterer, shipper, owner and consignee will authorise ANA to do all things deemed advisable to effect such forwarding or reforwarding, including, but without limitation, selection of the means of forwarding or reforwarding and the routes thereof (unless these have been specified by the shipper in the air waybill or by the charterer in the Charter Agreement), execution and acceptance of documents of carriage (which may include provision exempting from or limiting liability) and consigning of cargo with no declaration of value notwithstanding any declaration of value in the air waybill or the Charter Agreement.

## 25. TERMINAL SERVICE CHARGES

Terminal service charges as described in ANA's Regulations will be assessed to the charterer or the shipper or consignee named in the air waybill, as applicable, and will apply whenever



such services are performed by ANA.

## 26. APPLICABLE LAWS

### (A) Convention

Carriage performed by ANA shall be subject to the rules and limitations relating to liability established by the Convention as applicable to the carriage unless such carriage is International Carriage to which the Convention does not apply.

### (B) Applicable Laws

To the extent not in conflict with the provisions of the preceding sub-paragraph (A), any Carriage by Charter Flight and other services incidental thereto to be performed or provided by ANA shall be subject to:

1. Applicable Laws; and
2. These Conditions of Carriage and ANA's Regulations, which may be inspected at any of ANA's Office.

### (C) Agreed Stopping Place

For the purpose of application of the Convention, the Agreed Stopping Places (which may be altered by the Carrier in case of necessity) shall be those places as defined in Article 1.

## 27. LIMITATION OF LIABILITY ON CARGO

### (A) Declaration of Value

The shipper acknowledges that he has been given an opportunity to make a special declaration of the value of the cargo at delivery and that the sum entered on the face of the air waybill as "shipper's declared value for carriage" or specified in their Charter Agreement as "declared value for carriage", if in excess of 26SDR per kilogram, constitutes such declaration of value.

### (B) Limitation of Liability

ANA's liability for Cargo is as described in the following provisions, unless the Convention or applicable law may otherwise provide and, under such Convention or applicable law, any of those provisions shall be null and void for the reason that they relieve the carrier of liability or fix a lower limit than that which is laid down in such Convention or applicable law.

### (C) Responsibility to Prove

1. Except as provided in the provisions of Article 2 and 3 below, ANA is liable to the shipper, consignee or any other person for damage sustained in the event of the

destruction or loss of, damage to or delay in arrival of any cargo, arising out of or in connection with the carriage of the cargo by charter flight or other service performed by ANA, upon condition that the occurrence which caused the damage so sustained took place during the Carriage by Charter Flight; provided, however, that ANA is not so liable if ANA proves that any of the following provision of (a), (b) and (c) is applicable or that such damage has not at all been caused by negligence or willful fault of ANA.

ANA is not liable for any destruction or loss of, damage to or delay in arrival of cargo directly or indirectly arising out of ANA's compliance with any applicable laws, or failure of the shipper, consignee or any other person to comply with the same, or cause beyond ANA's control.

ANA is not liable if the destruction or loss of, or damage to cargo is proved to have resulted solely from the inherent defect, quality, nature or vice of that cargo (, which also means that ANA is not liable under any circumstances for damage to or destruction of a shipment caused solely by, or as a result of property contained therein). ANA will accept carriage of any shipments, the contents of which are liable to deteriorate or perish due to change in climate, temperature or altitude or other ordinary exposure, or because of length of time in transit, without any responsibility on the part of ANA for loss or damage caused by such deterioration or perishability.

ANA shall not be liable for injury to, or loss, delay in arrival, sickness or death of, such animal caused by any reason whatsoever.

2. In the case of the carriage subject to "Warsaw Convention as amended at Montreal", ANA is liable to the shipper, consignee or any other person for damage sustained in the event of the destruction or loss of, or damage to, cargo (which means that the damage in connection with delay in arrival of cargo is excluded) arising out of or in connection with the carriage of the cargo by charter flight or other service performed by ANA incidental thereto, upon condition only that the occurrence which caused the damage so sustained took place during the Carriage by Charter Flight; provided, however, that ANA is not so liable if ANA proves that the destruction or loss of, or damage to, the cargo resulted solely from one or more of the following:

- (a) inherent defect, quality or vice of that cargo;
- (b) defective packing of that cargo performed by a person other than ANA or ANA's Agent;
- (c) an act of war or an armed conflict;
- (d) an act of public authority carried out in connection with the entry, exit or transit of the cargo.

3. In the case of the carriage subject to "Montreal Convention", ANA is liable to the shipper, consignee or any other person for damage sustained in the event of the destruction or loss of, or damage to, cargo, (which means that the damage in connection with delay in arrival

of cargo is excluded,) arising out of or in connection with the carriage of the cargo by charter flight or other service performed by ANA incidental thereto, upon condition only that the occurrence which caused the damage so sustained took place during the carriage by charter flight; provided, however, that ANA is not so liable if and to the extent ANA proves that the destruction or loss of, or damage to, the cargo resulted from one or more of the above 2 (a) to (d).

(D) Limitation of Liability in Value

1. (a) ANA will calculate the charges for carriage of cargo by charter flight based upon the value declared by the shipper or the charterer on behalf of the shipper. Any liability of ANA shall in no event exceed the shipper's or charterer's declared value for carriage stated on the face of the air waybill or the Charter Agreement, and, in the absence of such declaration by the shipper or the charterer, the liability of ANA shall be limited to a sum of 22SDR per kilogram of the cargo destroyed, lost, damaged or delayed. However, in the case of the carriage subject to "Warsaw Convention" or "Warsaw Convention as amended at The Hague", that such limit of liability specified above shall not apply if it is proved that such damage resulted from an act or omission of ANA, ANA's Agent (who was proved to be acting within the scope of ANA's employment), done with intent to cause damage or recklessly and with knowledge that damage would

(E) Other Limitation of Liability

1. In the event of delivery to consignee, or any other person entitled to delivery, of part but not all of the shipment, or in the event of destruction or loss of, damage to or delay in arrival of part but not all of the shipment, the liability of ANA with respect to the undelivered or damaged portion shall be reduced proportionately on the basis of weight, notwithstanding the value of any part of the shipment or contents thereof.

2. The shipper and consignee, whose property shall cause damage to or destruction of another shipment or of the property of ANA, shall indemnify ANA for all losses and expenses incurred by ANA as a result thereof. Cargo which is likely to endanger chartered aircraft, persons or property may be abandoned or destroyed by ANA at any time without any notice and without any liability therefore attaching to ANA, only if such danger have resulted solely from the property contained in the consignee's cargo.

3. ANA shall not be liable in any event for any consequential or special damage or punitive damages arising from carriage of cargo by charter flight complying with these Conditions of Carriage and ANA's Regulations, whether or not ANA had knowledge that such damage might arise.

4. If the damage was caused or contributed to by the negligence or other wrongful act or omission of the person claiming compensation, or the person from whom he derives his rights, ANA shall be wholly or partly exonerated from liability to the claimant to the extent that such negligence or wrongful act or omission caused or contributed to the damage.

## 28. APPLICATION TO AGENT

Except as the Convention or Applicable Laws may otherwise provide, any exclusion or limitation of liability of ANA under these Conditions of Carriage and ANA's Regulations shall also apply to any of ANA's Agents performing their respective duties and to any person or entity whose aircraft is used by ANA for Carriage and any of its Agents performing their respective duties. The aggregate amount of the damages payable by ANA or its Agents shall not exceed the amount of ANA's limitation of liability under these Conditions of Carriage.

## 29. TIME LIMITATIONS ON CLAIMS AND ACTIONS

### (A) Time Limitation on Claims

1. Receipt by the person entitled to delivery of the cargo without complaint shall be prima facie evidence that the same has been delivered in good condition and in accordance with the contract of carriage.
2. No action shall be maintained in the case of destruction of, damage to or loss of the cargo unless a written notice, sufficiently describing the cargo concerned, the approximate date of the destruction, damage and the details of the claim, is presented to an office of ANA within 14 days from the date of receipt thereof, in the case of delay unless presented within 21 days from the date the cargo is placed at the disposal of the person entitled to delivery of the shipment, and in the case of loss (including non-delivery) unless presented within 120 days from the date of issuance of the air waybill.
3. All claims other than provided in (b) above except any claims relating to personal injury or death, must be made in writing within 270 days from the date of issuance of the air waybill.

### (B) Time Limitation on Actions

Any right to damages of cargo against ANA shall be extinguished unless an action is brought within 2 years after the occurrence of the events giving rise to the claim.

## 30. OVERRIDING LAW

Any provision contained or referred to in an Air Waybill or in a Charter Agreement or in these Conditions of Carriage or ANA's Regulations shall, even if it is in violation of Applicable Laws

and is invalid, remain valid to the extent not in conflict with Applicable Laws. The invalidity of any provision shall not affect any other provision.

### 31. MODIFICATION AND WAIVER

No Agent of ANA shall have authority to alter, modify or waive any provision of the contract with a Shipper for Carriage of a Cargo or of these Conditions of Carriage or ANA's Regulations.

#### Supplementary Provisions

Article1 (DATE OF EFFECTIVENESS)

These Conditions of Carriage shall come into effect as of May 19, 2026.