

# 货物运输总条件

SICHUAN AIRLINES CO, LTD  
CONDITIONS OF CARRIAGE FOR CARGO



四川航空  
SICHUAN AIRLINES

## 总经理声明

四川航空股份有限公司《货物运输总条件》是依据《蒙特利尔公约》、《华沙公约》、《中华人民共和国民用航空法》、《民用航空货物运输管理规定》、《大型飞机公共航空运输承运人运行合格审定规则》（CCAR-121部）、《危险品规则》等其他现行有效的相关法律、法规制订。

总条件是四川航空股份有限公司国内、国际/地区货物运输合同的一部分，是川航公司级的法规性文件，它所阐述的公司货物运输的方针、政策、规定、标准是公司从事货物运输必须遵循的宗旨和准则。每一个与货物运输相关的部门和人员、包括分公司、运行基地及地面服务代理人必须严格遵守并贯彻执行。

总条件的颁发实施，将对公司国内、国际/地区货物运输的标准化、程序化、规范化管理起到指导和完善作用，从而确保公司的飞行运行在安全、正常、服务等方面都有不断的提高。

四川航空股份有限公司

总经理：



2024年12月1日

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## 1.0 定义

四川航空股份有限公司《货物运输总条件》（以下简称本条件）中的下列用语，除另有规定外，含义如下：

### 1.1 货物

是指除邮件或者行李外，已经或将由民用航空器运输的物品，包括凭航空货运单运输的行李。

### 1.2 国内运输

是指根据货物运输合同，其始发地点、约定的经停地点或者目的地点均在中华人民共和国境内（不含港澳台）的运输。

### 1.3 国际/地区运输

是指公约另有规定外，根据货物运输合同，无论运输有无间断或者有无转运，运输的始发地点、目的地点或者约定的经停地点之一不在中华人民共和国境内（含港澳台）的运输。

### 1.4 川航

是指四川航空股份有限公司的简称。

### 1.5 货物托运书

是指托运人委托承运人代替其填开航空货运单时，为准确填写航空货运单而向承运人提供的书面文件。

### 1.6 航空货运单

是指托运人或托运人委托承运人填制的，托运人和承运人之间为在承运人的航班上运输货物所订立合同的初步证据。

### 1.7 一票货物

是指凭一份航空货运单运输的运往一个目的地的一件或多件货物。

### 1.8 承运人

是指以营利为目的，使用民用航空器从事货物、邮件运输的公共航空运输企业。

### 1.9 缔约承运人

是指与托运人订立货物运输合同的承运人。

### 1.10 实际承运人

是指根据缔约承运人的授权，履行全部或者部分货物运输合同的承运人。

#### 1.11 地面服务代理人

是指受承运人委托，从事航空货物收运、场内转运、装卸等货物地面操作业务的企业。

#### 1.12 航空货运销售代理人

是指依照中华人民共和国法律成立的，与承运人签订销售代理协议，充实民用航空货物运输销售代理业务的企业。

#### 1.13 托运人

是指为民用航空货物运输与承运人订立合同，并在航空货运单或者航空货物运输记录上署名的企业或者个人。

#### 1.14 托运人代理人

是指经托运人授权，代表托运人托运货物或者签署民用航空货物运输相关文件的企业或者个人。

#### 1.15 收货人

是指承运人按照航空货运单或者货物运输记录上所列名称而交付货物的企业或者个人。

#### 1.16 声明价值

是指托运人向承运人特别声明的其托运货物在目的地交付时的价值。

#### 1.17 声明价值附加费

是指托运人办理货物声明价值时按规定向承运人支付的专项费用。

#### 1.18 计费重量

是指据以计收货物运费的重量。

#### 1.19 预付

是指根据货物运输合同，托运人在托运货物时向承运人支付所有与货物运输有关的应付费用。

#### 1.20 到付

是指根据货物运输合同，收货人在提取货物时向承运人支付所有与货物运输有关的应付费用。

#### 1.21 特别提款权

也称纸黄金，是指国际货币基金组织创设的一种储备资产和记账单位。

#### 1.22 有效身份证件

是指托运人或收货人托运或提取货物时必须出示的由政府主管部门规定的证明其身份的证件，如居民身份证、有效护照等。

#### 1.23 日

是指日历日，一周包括七日。

#### 1.24 特种货物

是指在收运、仓储、装卸、运输和交付过程中，有特殊要求或者需要采取某些特殊措施才能完好运达目的地的货物。

#### 1.25 押运货物

是指根据货物的性质，由托运人派押运员，在运输过程中专门照料、监护的货物。

#### 1.26 集装设备

是指在飞机上使用的装载货物、邮件和行李的专用设备，包括各种类型的集装板、集装箱及其附属设备。

#### 1.27 变更运输

是指托运人或承运人对已托运的货物，改变其运输的部分或全部内容。

#### 1.28 货物运输事故记录

是指由承运人出具并经收货人认可的，证明货物异常状况的文件。

#### 1.29 轻泡货物

是指每千克体积超过 6000 立方厘米的货物。

#### 1.30 损失

是指在运输过程中或在承运人提供的与货物运输有关的其它服务时发生的货物丢失、损坏、短少、变质、污染等。

#### 1.31 包机人

是指与承运人签定包机运输合同，并根据该合同包用承运人的飞机运送货物的人。

#### 1.32 连续运输

是指由几个连续承运人根据航空货物运输合同履行的运输，无论其形式是一个或多个合同订立，该运输是一项不可分割的单一的业务活动。

### 1.33 代码共享

是指一家航空公司的航班号（即代码）可以用在另一家航空公司的航班上。

### 1.34 公约

是指下列可适用的文件：

1929年10月12日在华沙签订的《关于统一国际航空运输某些规则的公约》（以下简称“华沙公约”）；

1955年9月28日在海牙签订的《修改1929年10月12日在华沙签订的统一国际航空运输某些规则的公约的议定书》（以下简称“海牙议定书”）；

1999年5月28日在蒙特利尔签订的《统一国际航空运输某些规则的公约》（以下简称“蒙特利尔公约”）。

### 1.35 法律和规定

是指货物的出发地、经停地、目的地所在国家的法律、法规、行政当局的规定、命令以及承运人的相关规定。

## 2.0 适用范围

2.1 本条件适用于四川航空股份有限公司（以下简称川航）所从事的取酬的货物国内、国际/地区运输。

2.2 除法律和规定另有规定外，中国大陆与中国香港、澳门特别行政区、台湾地区之间的航空货物运输参照本条件执行。

2.3 除免费运输的条件、合同、航空货运单另有规定外，本条件亦适用于免费运输。

2.4 根据包机合同提供的运输，本条件仅适用于该包机合同和航空货运单的条款中所涉及的范围。

2.5 在本条件中如果含有与国家法律、政府规定、命令或要求相违背的条款，以国家法律、政府规定、命令或要求为准，其余条款仍然有效。

2.6 除另有约定外，在川航的货物运输规定中如果含有与本条件不一致的条款，以本条件为准。

2.7 如果本条件与川航的运价规则相抵触或者不一致，则适用的运价规则优先适用，本条件的其余条款仍然有效。

2.8 关于邮件运输，政府间另有协议和条约的，从其协议和条约，本条件不适用。

2.9 川航的代理人、受雇人或者代表无权变更、修改或者放弃本条件中的任何条款。

2.10 在某些航线上，川航通过“代码共享航班”经营货运业务或者受其他承运人委托经营该承运人航班的货运业务，这意味着即使托运人订妥了川航的航班并持有川航的货运单，其所托运的货物可能是由另一承运人实际运输。此种情况下的货物运输同样适用本条件。

### 3.0 货物托运

#### 3.1 一般要求

3.1.1 托运人托运货物应遵守适用的国际公约、货物出发地、目的地和运输过程中有关国家的法律和规定，以及川航关于货物包装、运输的相关规定。必要时，托运人应提供与托运货物有关的文件，并对其提供文件的真实性和准确性负责。

3.1.2 托运人托运货物，必须符合下列条件：

(1) 国家法律、政府规定、命令或要求非禁止运输的货物；

(2) 货物的出发地、目的地、经停地、和飞越国家的法律和规定允许运输或者进出口；

(3) 托运政府限制运输以及需要向公安、检疫等政府有关部门办理手续的货物，应当随附有效证明；

(4) 货物运输所必需的资料、文件齐备、有效；

(5) 货物不致危害飞机、人员、财产的安全，不致烦扰旅客；

(6) 货物的包装应适合航空运输的要求。

3.1.3 除另有约定外，川航不承运声明价值超过规定限额的货物。

3.1.4 运输条件不同或性质相互抵触的货物，托运人应分别办理托运手续。

#### 3.2 托运人、收货人责任

3.2.1 因托运人违反国际公约、国家的法律和规定以及川航的有关规定托运货物给川航或者川航对之负责的其他方造成的损失，托运人应当承担赔偿责任。



3.2.2 托运人应当提供必需的资料和文件，以便在货物交付收货人之前完成法律、行政法规规定的有关手续；因没有此种资料、文件，或者此种资料、文件不充足、不准确或者不符合规定造成的损失，除由于川航或者其受雇人、代理人的过错造成的外，托运人应当对川航以及川航对之负责的其他方承担责任。

除国家的法律、行政法规另有规定外，川航没有对上述资料或者文件进行检查的义务。

3.2.3 托运人托运货物前应当了解川航关于货物运输的相关规定和要求。因托运人违反这些规定或要求而给川航或者其他方造成的损失，托运人应当承担责任。

3.2.4 托运人使用川航的集装设备装载货物时，应遵守川航的规定，对不按规定装载所造成的损失，托运人应当承担责任。

### 3.2.5 连带责任

(1) 托运人承担向川航付清所有费用的责任。保证支付收货人拒绝或不能足额支付的所有费用，包括到付运费、到付运费手续费、仓储费、因货物无法交付产生的相关费用等。

(2) 托运人应当保证支付由于以下原因可能使川航及相关承运人承担的所有开支、罚款、损失等费用：

- a. 托运货物中有禁止运输的物品；
- b. 限制运输的货物不符合限制条件；
- c. 托运货物的标识、数量、收货信息、包装或者托运货物品名的不准确、不正确、不完整；
- d. 托运货物的进、出口许可或者所需证书、文件的缺失、延滞或者错误；
- e. 托运货物的实际品名、件数、重量、体积等与货运单不符；
- f. 由于托运货物或文件的原因导致的行政机构、社会团体的罚款、扣押、拒绝入境等。

3.2.6 托运人托运的货物与航空货运单上所列品名不符，包括在货物中夹带危险物品或政府禁止运输或限制运输的物品，川航按下列规定办理：

- (1) 在始发站停止发运，运费不退，通知托运人。

(2) 在中转站停止运送，运费不退，通知托运人，并有权按照实际运送航段另核收运费。

(3) 在目的站，有权另核收全程运费。

(4) 必要时川航可报请政府有关部门处理。

(5) 在本款情况下产生的后果，按照 3.2.1 办理。

3.2.7 由于收货人的过错，造成川航或第三人的损失，收货人应承担赔偿责任。

### 3.3 货物包装

3.3.1 托运人应当保证所托运货物的包装在运输过程中不致损坏、散失、渗漏；不致损坏和污染飞机、设备和其它物品。

3.3.2 托运人应当根据货物性质、重量及运输环境，采用适当的内、外包装材料和包装形式，对货物进行妥善包装。精密易碎、怕震、怕压、不可倒置的货物必须有相适应的包装措施。严禁使用草袋包装和草绳捆扎。

3.3.3 货物包装内不准夹带危险物品、政府禁止运输和限制运输物品、贵重物品、保密文件和资料等。

3.3.4 货物包装材料应当符合托运货物的出发地、经停地、目的地国家的法律和规定。

### 3.4 货物标记标签

3.4.1 如托运的货物是危险品，托运人必须根据适用法律及规定的要求在货物外包装上进行标注。

3.4.2 托运人应当根据货物性质，按国家标准规定的式样，在货物外包装上粘贴航空运输指示标贴。标记标签内容要清晰、易读、持久。

3.4.3 托运人托运的每件货物，应当按规定粘贴或拴挂川航的货物运输标签。

3.4.4 托运人使用旧包装时，必须清除原包装上的残旧标志、标贴和标签。

### 3.5 货物重量和尺寸

3.5.1 货物的重量按毛重计算，计量单位为千克。

国内运输，重量不足 1 千克的尾数四舍五入。每张航空货运单的货物重量不足 1 千克时，按 1 千克计算。

国际/地区运输，不足 0.1 千克的尾数四舍五入，最小计量单位是 0.1

千克。

贵重物品的重量按实际毛重计算，计量单位为 0.1 千克。

3.5.2 如果每千克货物的体积超过 6000 立方厘米，其重量以每 6000 立方厘米折合 1 千克计算。

3.5.3 托运人托运的每件货物的重量一般不超过 80 千克，包装尺寸一般不超过 40 厘米×60 厘米×100 厘米。超过此重量和尺寸的货物，川航可依据航线机型及始发站、中转站和目的站机场的装卸设备条件，确定可收运货物的最大重量和尺寸。

3.5.4 每件货物包装的长、宽、高之和不得小于 40 厘米。小于该尺寸的货物，托运人应加大包装。

### 3.6 航班预定

托运人或其代理人应当向川航预订航班，对于需要予以特殊处理的货物、有运输时限的货物、特种货物需在预定时提前申报。

### 3.7 货物检查

3.7.1 托运的货物都应当进行安全检查。对托运人要求 24 小时内运出的货物一律实行开箱检查或通过安检仪器检测。

3.7.2 川航认为有必要时，可以开箱检查托运的货物及相关的文件资料，但不承担必须检查的义务。

## 4.0 特种货物

### 4.1 特种货物种类

特种货物包括急件、生物制品、植物和植物产品、活体动物、骨灰、灵柩、危险物品、鲜活易腐物品、贵重物品、枪械、弹药、押运货物等。

### 4.2 收运规定

特种货物运输，除应当符合普通货物运输的规定外，应同时遵守下列相应的规定：

#### 4.2.1 急件货物

(1) 托运人要求急运的货物，经川航同意，可以办理急件运输，并按规定支付运费。

(2) 托运人托运急件货物应预先订妥航班、日期。

#### 4.2.2 生物制品

未经中国民用航空局特殊批准，川航不承运对人体、动植物有害的菌种、带菌培养基等生物制品。

凡经人工制造、提炼，进行无菌处理的疫苗、菌苗、抗菌素、血清等生物制品，托运人应提供无菌、无毒证明。

#### 4.2.3 植物和植物产品

托运人托运植物和植物产品，应提供当地县级（含）以上的动植物检疫部门出具的有效“植物检疫证书”。

#### 4.2.4 活体动物

(1) 活体动物运输必须符合国家规定。托运人应提供当地县级（含）以上动植物检疫部门出具的“动物检疫证书”。属于国家保护的动物，还需提供有关部门出具的准运证明；属于市场管理范围的动物，要有市场管理部门出具的证明。收运陆生野生动物，还应当查验林业局出具的相关特殊用途证明（如科研、药用、展示等）。

(2) 托运人应当预先订妥航班、日期。

(3) 托运人应填写“活体动物托运申报单”。

(4) 需专门护理和喂养或者批量大的活体动物，托运人应当派人押运。

(5) 活体动物的包装，既要便于装卸又要适合动物特性和航空运输的要求，能防止动物破坏、逃逸和接触外界，保证通风，防止动物窒息。包装底部应有防止粪便外溢的设施。

(6) 外包装上应当标明照料和运输的注意事项。

(7) 托运人和收货人应当在机场托运和提取活体动物，并负责动物运输前和到达后的保管。

(8) 有特殊要求的活体动物运输，托运人应当向川航说明注意事项或在现场指导作业。

#### 4.2.5 骨灰

(1) 托运人必须提供卫生部门出具的死亡证明书及殡葬部门出具火化证明书。

(2) 骨灰应当装在封闭的塑料袋或其它密封容器内，外加木盒，最外

层用布包装。

(3) 托运人应预先订妥航班、日期。

#### 4.2.6 灵柩

(1) 托运人应当凭医院出具的死亡证明、殡葬管理部门出具的入殓证明及有关部门（公安、卫生检疫等）出具的准运证明办理灵柩托运手续，并预先订妥航班、日期。

(2) 尸体应无传染性。

(3) 尸体应经过防腐处理，并在防腐期限以内。

(4) 尸体应以铁质棺材或木制棺材为内包装，外加铁皮箱和便于装卸的环扣。棺内敷设木屑或木炭等吸附材料，棺材应当钉牢、焊封，无漏缝，确保气味及液体不致外漏。

#### 4.2.7 危险物品

危险物品的运输必须遵守中国民用航空局有关危险物品航空安全运输的管理规定。

#### 4.2.8 鲜活易腐物品

(1) 依照民航局规定，川航客运班机不承运带有不良气味的鲜活易腐货物。

(2) 托运人托运鲜活易腐物品，应当提供最长允许运输时限和储运注意事项，按约定时间送到机场办理托运手续。除另有约定外，鲜活易腐物品的运输时限应不少于 24 小时（从预定航班的预计起飞时间前 2 小时算起）。

(3) 托运人应预先订妥航班、日期。

(4) 政府规定需要进行检疫的鲜活易腐物品，托运人应当提供有关部门出具的检疫证明。

(5) 包装要适合鲜活易腐物品的特性，不致损坏和污染飞机、设备及其它物品。

(6) 需要特殊照料的鲜活易腐物品应由托运人提供必要的设施，必要时由托运人派人押运。

(7) 鲜活易腐物品在运输、仓储过程中，川航因采取必要的防护措施所产生的费用，由托运人或收货人支付。

#### 4.2.9 贵重物品

(1) 贵重物品包括：

国内运输中，声明价值为毛重每公斤超过或等于人民币 2000 元的物品；国际/地区运输中，声明价值为毛重每公斤超过或等于美元 1000 元或等值货币的物品；。贵重物品包括：黄金、白金、铍、铯、钷等稀有贵重金属及其制品；各类宝石、玉器、钻石、珍珠及其制品；珍贵文物（包括书、画、古玩等）；现钞、有价证券等物品。但上述金属（合金）的放射性同位素则不属于贵重物品，而属于危险物品，应按危险物品运输的有关规定办理。

(2) 贵重物品应当用坚固、严密的包装箱包装，外加“#”字型金属包装带，接缝处必须有封条标志。

(3) 托运人托运贵重物品应预先订妥航班、日期。

#### 4.2.10 枪械、弹药

(1) 枪支、警械（简称枪械）是特种管制物品，弹药是特种管制的危险物品。

(2) 托运人托运各类枪械、弹药必须提供出发地或目的地县、市公安局核发的准运证或国家主管部委出具的许可证明。

(3) 枪械、弹药的包装必须坚固、严密、有封志。枪械和弹药应分开包装。

(4) 托运人应预先订妥航班、日期。

#### 4.2.11 押运货物

(1) 押运货物的包装应符合川航的货物包装要求。

(2) 押运货物应预先订妥航班、日期。

(3) 押运员应当履行川航对押运货物的要求并对货物的安全运输负责。

押运员的职责是：

- a. 负责货物在地面停留时的照料和在地面运输时的护送工作；
- b. 指导所押运货物的装卸工作；
- c. 负责在飞行途中或过站时对押运货物的照料；
- d. 遇飞行不正常、货物发生损坏或其它事故时，决定货物的处理。

(4) 押运员应当购买客票或按协议办理乘机手续。

(5) 川航应当协助押运员完成押运任务。

4.2.12 除本条 4.2.1 至 4.2.11 款规定外，所有特种货物的包装还应符合川航的其它规定。

4.2.13 托运人应按照川航指定的时间和地点托运特种货物。

## 5.0 货物声明价值与保险

### 5.1 货物声明价值

5.1.1 托运人托运的货物，国内运输中毛重每千克价值超过人民币 100 元，可以办理货物声明价值；国际/地区运输中毛重每千克价值超过 22 个特别提款权，可以办理货物声明价值。办理声明价值时，托运人需在航空货运单“声明价值”栏内注明声明的金额。无声明价值的货物由托运人在航空货运单上注明。

5.1.2 办理了声明价值的货物，托运人按规定支付声明价值附加费。

5.1.3 除另有约定外，国内运输每一份航空货运单的声明价值不超过人民币 50 万元人民币。国际/地区运输每一份航空货运单的货物声明价值的最高限额不超过 10 万美元或者其等值货币。

5.1.4 已办理托运手续的货物，货物运出前托运人要求变更声明价值，按货物退运处理，重新填开航空货运单，原声明价值附加费不退。

5.1.5 已经开始运输的货物，托运人不得变更声明价值。

5.1.6 川航有权决定一票货物的价值限额。如果一票货物的运输声明价值超过了川航规定的限额，川航将要求托运人将货物分批托运或采取其它安全措施。如果托运人不能分批托运或不能采取安全措施的，川航将保留拒绝承运的权利。

5.2 托运人可以投保航空货物运输保险。

## 6.0 航空货运单

6.1 航空货运单由托运人和川航签字或盖章。正本的第一联为承运人联，第二联为收货人联，第三联为托运人联。三联正本、电子航空货运单具有同等法律效力。

6.2 航空货运单应由托运人填制。如川航依据托运人提供的货物托运书填开航空货运单并经托运人签字，则该航空货运单视为代托运人填开。托运人应对航空货运单上所填各项内容的真实性和准确性负责。因托运人提供

的货物说明不真实或不准确而给川航或第三人造成的所有损失，由托运人负责。

6.3 运输条件不同或性质相互抵触的货物应分别填开航空货运单。

6.4 一份航空货运单只能有一个托运人和一个收货人。

6.5 航空货运单不得转让，转让的航空货运单无效。

6.6 托运人在航空货运单上填写的内容有错误或者有遗漏的，川航不承担更正或者补充的义务，经托运人授权，川航可以尽其可能予以更正或者补充并收取相关费用。

## 7.0 运价、运费和其它费用

### 7.1 航空运价

7.1.1 运价是指始发站机场至目的站机场之间的货物航空运输费率。

7.1.2 除另有约定外，特种货物运价按普通货物运价的150%计算。

7.1.3 航空运价的使用应当符合川航规定的运价使用条件。

### 7.2 航空运费和其他费用

7.2.1 航空运费是指依据填开航空货运单当日川航公布的有效航空运价和货物的计费重量所得的费用，不包括机场与市区、同一城市两个机场之间的地面运输费以及其它费用

7.2.2 其它费用是托运人在托运货物时或收货人提取货物时须向川航及其地面服务代理人支付的，除航空运费和声明价值附加费以外的与货物运输有关的其它所有费用。除非在公布运价中另有说明，这些费用应包括但不限于：

(1) 货物提取、发送及自 / 至川航提供服务的机场或指定地点的地面运输服务；

(2) 仓储费；

(3) 运费到付服务费；

(4) 川航由于修补不完好包装而产生的费用；

(5) 以其他形式退运货物及退回始发站的运输费用；

(6) 附加费；

(7) 其它类似服务或收费。



7.2.3 每一份国内航空货运单的最低运费为人民币 50 元。

### 7.3 航空运费和其它费用的支付

7.3.1 托运人托运货物，应当支付所有预付运费和其它费用，国内运输结算单位为“元”，“元”以下四舍五入；国际/地区运输费用以协议约定币种为准。托运人要求费用到付的，应当符合货物目的地国家的法律和规定，以及川航的规定。收货人提取货物，应当支付所有到付运费和其它费用。

7.3.2 无论货物是否毁灭、遗失、损坏或者未运达航空货运单上载明目的站，所有预付和到付运费和其它费用均为川航的全部所得。

无论货物是否损失或是否运抵运输契约指定的目的地，托运人或收货人应支付川航因承运该票货物而产生的所有费用。

7.3.3 托运人应当保证支付由于以下原因可能使川航承担的所有成本、开支、罚款、时间损失、损坏等费用，包括托运的货物中有法律和规定禁止运输或者限制运输的物品，货物的标识、数量、地址、包装或者货物品名的不合法、不正确、不完整，进、出口许可或者所需证书、文件的缺失、延滞或者错误，海关申报的不正确或者货物重量、体积不符等原因。

7.3.4 托运人或者收货人未支付运费和其它费用的，川航可以依法留置货物，直至托运人或者收货人支付运费和其它费用。托运人或者收货人未在规定的期限内支付运费和其它费用的，川航可以按照有关规定处置货物，但应当事先通知航空货运单上载明的托运人或者收货人。

7.3.5 托运人和收货人应当承担向川航偿付与货物运输有关的税款、运费和其它费用以及川航的垫付款的连带责任。

7.3.6 托运人拒绝支付运费和其它费用的，川航可以拒绝运输货物；收货人拒绝支付运费和其它费用的，川航可以拒绝交付货物。

川航有权扣押未付清上述费用的货物，并可以对货物做出拍卖处理，用部分或全部拍卖收入支付上述费用，但是，此种拍卖不能免除付款不足的责任。

### 7.4 运价和其它费用的调整

托运人托运货物时，应按填开航空货运单当日川航公布的有效运价支付运费。航空货运单填开后，运价或其它费用发生调整，原运价或其它费用不做调整。

## 8.0 货物运送

### 8.1 货物收运

8.1.1 川航收运货物应当遵守有关国际公约、国家的法律和规定。

(1) 根据有关国家法律和规定禁止运输的货物，川航不得收运。

(2) 根据有关国家法律和规定需要办理查验、检查等手续的货物，在这些手续未办妥之前，川航不得收运。

(3) 超出川航运输能力和仓储能力的货物，川航不得收运。

8.1.2 川航或其地面服务代理人将根据行政当局规定对托运货物进行安全检查，必要时，川航将开箱检查货物及相关的文件或资料要求的，托运人有协助川航检查的义务，川航对托运货物、货物的包装、及相关的资料、文件进行安全检查的责任，但是川航不承担必须检查的义务。

川航对收运的货物应当进行安全检查或者采取其它保证安全的措施。

### 8.2 货物运输路线

8.2.1 川航按照合理、快捷的原则选择货物运输路线，但不承担用特定的飞机或经过特定的一条或几条航线进行运输，或者用特定的航班在任何一个地方衔接货物续运的义务。

8.2.2 由于不可抗拒或不可预见的原因，川航可在不预先通知的情况下取消、变更、推迟、提前或终止全部或部分货物运输。

8.2.3 为了尽早将货物运达目的站，必要时川航可以在不预先通知的情况下，将货物转交其它承运人或采用其它运输方式运输全部或部分货物至目的站。

### 8.3 货物运输时限

8.3.1 为了保证托运货物能够及时运输，托运人应当向川航预订运输的航班和日期。托运人与川航约定了运输的航班和日期或者运输期限并在货运单上注明的，没有特殊原因的情况下（例如政府行为、不可抗力等）川航按照约定运输；没有约定的，川航将根据托运货物收运的先后顺序在合理的时间范围内运输。

8.3.2 川航可以根据与托运人的约定或者货物收运的先后确定货物发运顺序。

8.3.3 川航在班期时刻表上或者其它场所公布的时间为预计时间，不构成

货物运输合同的组成部分，也不能作为运输开始、完成或者货物交付的时间。

#### 8.4 运输顺序

8.4.1 根据适用的国家法律和规定，川航可以在货物之间、货物和邮件或者旅客之间做出优先运输的安排。川航也可以在任何时间、地点从一批货物中卸下部分货物后继续航班飞行。因优先运输导致货物未运输或者推迟、延误运输或者部分货物被卸下，川航对由此而造成的后果不承担责任。

8.4.2 川航做出优先运输安排的，应当考虑托运人的实际利益，并对未及时运输的货物做出合理的运输安排。

8.4.3 为了避免损害或危险，经海关当局许可，川航可以在运输中任何可能的地点或仓库留置货物，同时通知托运人或收货人；相关费用由托运人和收货人承担。川航也可以将货物交其他承运人继续运输至目的站。

8.4.4 根据货物性质，川航按照下列顺序发运：

- (1) 抢险、救灾、急救、外交信袋和政府指定急运的物品；
- (2) 指定航班、日期和按急件收运的货物；
- (3) 有时限、贵重和零星小件物品；
- (4) 中转联程货物；
- (5) 一般货物按照收运的先后顺序发运。

8.4.5 托运人变更运输的权利

(1) 托运人在履行货物运输合同规定的义务的条件下，有权在目的地或者经停站要求将货物运回出发地机场。但是，托运人不得因行使此种权利而使川航或者川航对之负责的其他方遭受损失，并应当偿付由此产生的费用。除海关另有明确指令外，此种权利仅适用于一份航空货运单上列明的全部货物。

(2) 托运人要求处置货物的，应当符合运输过程中有关国家的法律和规定，否则，川航应当拒绝办理。

(3) 托运人要求处置货物，应当以书面方式提出，并向川航出示航空货运单托运人联或代理人联。

(4) 川航对托运人要求处置货物的要求不能执行的，应当立即通知托运人。

(5) 托运人应承担因其行使货物处置权而产生的费用，赔偿因其行使货物处置权而对川航或川航对之负责的其他方造成的损失。

## 8.5 川航变更运输的权利

8.5.1 为保证托运货物及时运输，川航可能在无法或来不及通知的情况下改变航空货运单上注明的航班、航线、机型或者承运人。

8.5.2 由于下列原因，川航可以在不预先通知的情况下取消、终止、变更、重新安排或推迟航班或在不载运货物或仅载运部分货物的情况下继续航班飞行。

(1) 政府规定、命令或要求；

(2) 不可抗力，是指不能预见、不能避免并不能克服的客观情况。包括但不限于自然灾害、如台风、冰雹、地震、海啸、洪水、火山爆发、山体滑坡、政府行为、社会异常事件，如战争、武装冲突、罢工、骚乱、疫情、恐怖主义行为、暴动等。

8.5.3 为了达到合理运输的目的，在适当考虑托运人利益的情况下，川航可以不预先通知使用其它运输方式运输全部或者部分货物至目的站。

8.5.4 为了保证飞行安全或遵守法律和规定，川航可以在任何时间、地点从一票货物中卸下部分货物或全部托运货物后继续航班飞行。

8.5.5 发生上述变更运输时，川航应当及时通知托运人或者收货人。

8.5.6 除法律另有规定外，由于第 8.5.2 款所述原因被取消或重新安排或最终停留在目的站以外的其他地点，或某票货物的运输被取消、重新安排、继续运输或被终止，川航不承担任何责任。

## 8.6 终止运输

8.6.1 在运输过程中，如有充足理由确认某票货物属国家法律、政府规定、命令或要求禁止运输的，川航有权终止该票货物的运输，由此产生的后果应由托运人负责。

托运人要求将终止运输的货物运回始发站的，在符合航空运输条件和相关部门规定条件下，川航可以安排将货物运回始发站，由此产生的费用由托运人承担。

8.6.2 由于货物本身的自然属性或因包装不良可能危及飞机、人员和财产的安全，川航可以在任何时候、任何地点在不预先通知的情况下处置此类

货物而不承担责任。

## 9.0 变更运输

### 9.1 自愿变更

9.1.1 自愿变更是指由于托运人的原因，或者由于托运人的原因致使川航改变运输的部分或全部内容。自愿变更仅适用于一份航空货运单上列明的全部货物。

9.1.2 托运人要求变更运输时，应出示航空货运单托运人联、托运人出具的书面要求及个人有效身份证件。自愿变更应符合本条件的有关规定，不得损害川航和第三人的利益，否则，川航不予办理。

#### 9.1.3 变更内容：

- (1) 始发站退运；
- (2) 中途站停运；
- (3) 变更目的站；
- (4) 变更收货人（变更后的收货人即为货运单所指定的收货人）；
- (5) 将货物运回始发站。

9.1.4 如果川航认为无法执行托运人的变更要求，应立即通知托运人。

9.1.5 托运人应承担因其行使变更权给川航造成的所有损失，支付川航在履行托运人的变更要求时产生的所有费用。

9.1.6 自货物托运后至收货人提取货物前，托运人可以对货物行使变更权。

### 9.2 非自愿变更

9.2.1 非自愿变更是指由于不可抗力或川航原因产生的货物运输变更。发生非自愿变更时，川航应当及时通知托运人或收货人，商定处理办法。

#### 9.2.2 运费按下列规定处理：

- (1) 在始发站退运货物，退还全部运费。
- (2) 变更目的站，退还未使用航段的运费，另核收由变更站至新目的站的运费。
- (3) 在中途站将货物运回始发站，退还全部运费。
- (4) 如改用其它运输工具将货物运至目的站，超额费用由川航承担。

## 10.0 货物交付

## 10.1 到货通知

10.1.1 货物运至目的站后，除另有约定外，川航应及时向收货人发出到货通知。通知采用电话或书面形式。急件货物的到货通知在货物到达后 2 小时内发出。普通货物在 24 小时内发出。

10.1.2 普通货物、危险物品自发出到货通知的次日起免费保管 72 小时；贵重物品自发出到货通知起免费保管 12 小时；活体动物、鲜活易腐物品以及其它需冷藏、冷冻的货物自货物到达后免费保管 6 小时。逾期提取，川航按规定收取保管费。

10.1.3 非川航原因造成的收货人未收到或延迟收到到货通知，川航不承担责任。

## 10.2 货物提取

10.2.1 收货人应在川航指定的提货地点提取货物。

活体动物、鲜活易腐物品及其它指定航班运输的货物，托运人应负责通知收货人到目的站机场等候提取。

10.2.2 除托运人与川航另有约定外，货物应交付给航空货运单上的收货人。

收货人收到或者要求提取货物、航空货运单的，托运人对货物的处置权即告终。收货人拒绝接收航空货运单或者货物，或者川航无法同收货人取得联系的，托运人继续行使对货物的处置权。

10.2.3 收货人提取货物时应当出示有效身份证件，川航对收货人身份证件的真实性不承担责任。必要时，川航可要求收货人出示有关货物运输的文件或证明。

10.2.4 收货人提取货物前应付清所有应付费用。

10.2.5 收货人提取货物时，发现货物毁灭、遗失、损坏或者延误，应立即向川航或其地面服务代理人提出异议，经双方共同查验，确认后，由川航或其地面服务代理人按规定据实填写货物运输事故记录，由双方签字或盖章。该记录作为收货人或托运人向川航提出索赔的依据。

10.2.6 收货人提取货物并在航空货运单上签字而未提出异议，则视为按运输合同规定货物已完好交付的初步证据。

10.2.7 川航按照适用的法律、政府规定或命令将货物移交国家主管机关或部门，应视为完成交付。发生此类情况，川航应通知托运人或收货人。

10.2.8 非川航原因货物被政府有关部门扣留或等待处理，由收货人或托运人承担保管费和其它有关费用。发生此类情况，川航应通知托运人或收货人。

10.2.9 收货人接收航空货运单和（或者）货物，应当承担与运输有关的所有未支付费用的支付责任。除另有约定外，托运人不得解除支付这些费用的责任，并与收货人承担连带责任。川航或其地面服务代理人可以根据费用支付情况有条件地交付货物。

10.2.10 对于鲜活易腐货物发生变质、活体动物死亡以及货物可能危及飞机、人员和其它财产安全的，川航或其地面服务代理人可以不预先通知托运人或者收货人而采取必要的处置措施，由此产生的费用，由收货人或者托运人支付。

### 10.3 无法交付货物

10.3.1 货物运达目的站后，收货人拒绝或者未在规定的时限内提取货物的，川航或其地面服务代理人应当执行航空货运单上载明的托运人的指示。航空货运单上未载明托运人指示或者其指示不能执行的，川航或其地面服务代理人应当将收货人未提取货物的情况通知托运人，并要求托运人给予处置意见。

10.3.2 在下列情况下，川航有权把货物作为无法交付货物：

(1) 自发出到货通知的次日起 14 日内无人提取。

(2) 国内满 60 日，国际/地区满三个月仍无人提取，又未收到托运人的处理意见的。

(3) 收货人拒绝提取货物或者拒绝支付应付费用。

(4) 按照航空货运单上所列收货人地址无法通知收货人。

10.3.3 无法交付货物的处理：

(1) 对于无法交付的国际/地区货物，川航或其地面服务代理人将按照当地海关规定处理。

(2) 凡属政府禁止和限制运输物品、贵重物品及珍贵文史资料等货物，无价移交政府主管部门。

(3) 凡属一般的生产、生活资料，作价移交有关物资部门或商业部门。

(4) 当托运的鲜活易腐物品在运输、仓储过程中发生变质或腐烂；或

在目的站无人提取；或收货人拒绝提取时，川航有权采取必要的处置措施，如按照当地海关要求进行处理、销毁或遗弃全部或部分货物等。采取上述措施时，川航可以不预先通知托运人或收货人。由此产生的费用，由托运人支付。

(5) 作价处理的货款，由川航负责保管。从处理之日起 90 日内，如有托运人或收货人认领，扣除该货物的保管费和处理费后的余款退给认领人；如 90 日后仍无人认领，余款上缴国库。

(6) 无法交付货物的处理结果，由川航通过始发站通知托运人。

## 11.0 包机、包舱运输

11.1 包机人凭单位介绍信或有效身份证件向川航申请包机。双方协商同意后签定包机合同。

11.2 除天气或其它不可抗力原因外，包机人和川航均应履行包机合同规定的各自承担的责任、权利和义务。

11.3 包机人和川航执行包机合同时，每架次包机应当填制货物托运书和航空货运单作为包机的运输凭证。

11.4 包机人和川航可视货物的性质确定押运员。押运员凭包机合同购买机票或按规定办理乘机手续。押运员的职责见本条件 4.2.11 款。

11.5 包机人提出变更包机合同，应当支付川航因执行包机合同已发生的调机等有关费用。

11.6 川航按包机合同规定收取包机费用。

11.7 包用飞机的吨位，由包机人充分利用。如川航需利用包机剩余吨位，应当与包机人协商。

11.8 包舱或包用集装箱（板）参照包机运输的有关规定办理。

## 12.0 责任、赔偿与投诉

### 12.1 责任范围

12.1.1 川航从货物收运时起，到交付时止，承担安全运输的责任。在货物运输期间发生的货物损失，川航应承担赔偿责任，但公约、国家法律、政府规定、命令或要求及本条件另有规定的除外。

12.1.2 对下列原因造成的货物损失，川航不承担赔偿责任：



- (1) 战争或武装冲突、政府行为、自然灾害及其它不可抗拒的原因；
- (2) 货物本身的自然属性、缺陷或货物性质不适合运输过程中发生的气温、气压变化及运输时限而引起的货物损坏或变质；
- (3) 包装方法或容器不良；
- (4) 包装完好，封条封志无异状，而内件短少或损坏；
- (5) 货物的合理损耗；
- (6) 政府有关部门实施的与货物入境、出境或者过境有关的行为。

12.1.3 除非另有约定，对货物破损造成的非直接损失，或本条件下的运输造成的非直接损失，包括周转量、利润、利息或收入损失、交易机会的错失、货币风险、减产或行政处罚等，川航不承担责任。不论川航是否知道上述损失可能发生。

12.1.4 由于自然原因造成的动物死亡；或由于动物自身的或其它动物的咬、踢、抵或窒息等动作造成的；或由于动物在运输过程中经不起不可避免的自然环境的变化而造成的或促成的动物死亡或受伤引起的任何损失、损害或产生的费用，川航不承担责任。

12.1.5 除能证明是由于川航的过失造成的外，川航对押运货物的损失不承担责任。

12.1.6 押运活体动物的押运员在押运途中因动物的原因造成的伤害或死亡，川航不承担责任。在正常的操作过程中，动物给川航工作人员造成的伤害由托运人承担责任。

12.1.7 在运输过程中，货物延误的责任应当由川航承担。但川航已采取一切必要措施或不可能采取此种措施的，以及国家法律、政府规定、命令或要求以及本条件另有约定的情况除外。

12.1.8 在运输过程中，经证明货物的损失或延误等是由托运人或收货人的过错造成或促成的，应当根据造成或促成此种损失的过错程度相应免除或减轻川航的责任。

12.1.9 除川航故意行为外，由于履行托运人的变更要求或在变更时产生的货物损失，川航不承担责任。

12.1.10 川航为其它承运人的运输航线填开航空货运单，只能作为该承运人的代理人。对其它承运人的航班运输的货物发生损失或延误，川航不承

担赔偿责任。

12.1.11 部分货物或货物中的任何包装件发生损失或延误时，确定川航的赔偿责任应以有关包装件的重量为限。当托运货物中的任何物件的损失或延误影响到同一份航空货运单上其它包装的价值时，确定赔偿责任时，应考虑其它包装件的重量。在没有相反的证据时，损失或延误货物的价值在全部货物总价值中的比例，按损失或延误货物的重量在全部货物总重量中的比例确定。

12.1.12 根据本条件免除或者限制川航的责任时，此类免除或者限制同样适用于川航的代理人、受雇人或者代表，也适用于其运输所适用的民用航空器或者其它运输工具所属的任何承运人及其代理人、受雇人或者代表。

## 12.2 连续承运人

12.2.1 由几个连续承运人根据一份航空货运单进行的运输被视为一个单一运输过程。

12.2.2 由连续承运人运输的货物，每一承运人就其根据运输合同办理的运输区段作为运输合同的约订一方。在运输过程中，对货物损失或延误等，托运人有权对第一承运人提起诉讼，收货人有权对最后承运人提起诉讼，托运人或收货人均可以对发生货物损失或延误等的运输区段的承运人提起诉讼。

## 12.3 赔偿限额

川航的责任范围取决于所适用的公约和法律的规定。除非适用的公约或法律为了合法索赔人的利益另有说明，以下条款适用：

12.3.1 办理货物声明价值并支付了声明价值附加费的货物，川航的赔偿责任限额为该货物声明价值。川航能够证明货物的实际损失低于声明价值的，按实际损失赔偿。

12.3.2 未办理货物声明价值的国内货物，在运输过程中发生损失，承运人承担的最高赔偿限额为每千克 100 元人民币。

12.3.3 未办理货物声明价值的国际/地区货物，按照“华沙公约”、“海牙议定书”和“蒙特利尔公约”规定，川航的最高赔偿责任限额为每千克 22 个特别提款权。川航能够证明货物的实际损失低于每千克 22 个特别提款权的，按实际损失赔偿。

12.3.4 索赔人提出索赔时应同时提供货物的实际价值证明。

12.3.5 投保航空运输险的货物，在运输过程中损失，由保险公司按照有关规定赔偿。

12.3.6 由于川航的原因，货物超过约定或规定期限运出，川航应给予适当赔偿，但每延误 1 天的赔偿额不超过该票货物实付运费的 5%，赔偿总额以全部运费为限。

## 12.4 投诉

托运人和收货人可通过以下方式进行投诉，川航将于 10 个工作日内进行回复。

投诉电话：028-65392413

投诉受理电子邮件地址：chwldq@sichuanair.com

## 13.0 索赔和诉讼

### 13.1 索赔

13.1.1 因货物损失或延误发生索赔，航空货运单上的托运人或收货人应在下列期限内以书面形式向川航提出：

(1) 货物发生损失的，至迟自收到货物之日起 14 日内以书面形式提出。

(2) 货物延误运输的，至迟自货物交付收货人处置之日起 21 日内以书面形式提出。

(3) 收货人提不到货物的，自航空货运单填开之日起 120 日内以书面形式提出。

13.1.2 任何索赔应该在前款规定的时限内写在运输凭证上或者另以书面方式提出。

13.1.3 除能证明川航有欺诈行为以外，收货人或者托运人未在本条第一款规定的期限内提出异议的，即丧失向川航提出索赔的权利。

13.1.4 对于不符合公约、法律和规定的索赔，川航在规定时限内给托运人明确答复。

### 13.2 诉讼

13.2.1 航空运输纠纷的诉讼时效期间为两年，自民用航空器到达目的地点、应当到达目的地点或者运输终止之日起计算，未在此期间提出诉讼的，丧

失对损害赔偿的权利。诉讼时效期间的计算方法根据受理法院所在国家的法律决定。

13.2.2 对于实际承运人履行的运输提出诉讼，可以分别向实际承运人或者缔约承运人提起，也可以同时向实际承运人和缔约承运人提起，被提起诉讼的承运人有权要求另一承运人参加应诉。

13.2.3 源于本条件或与本条件相关的纠纷适用于中国法律。在公约适用的前提下，关于损失的诉讼可以根据索赔人的选择在川航总部所在地法院，或者在缔结合同的川航的分支机构所在地法院，或者在目的地法院司法管辖权范围内进行。

#### **14.0 生效、修改与解释**

14.1 本条件自 2024 年 12 月 1 日起生效并实施。如果本条件中的部分条款依据适用法律被确认为无效或无法履行，本条件其他条款继续有效。

14.2 川航有权依照中国民用航空局规定的程序，不经预先通知修改本条件中的任何条款。但此修改不适用于修改前已经开始收运的货物，但国家另有规定或运输合同另有约定的除外。

14.3 川航的代理人、受雇人或代表都无权修改或放弃本条件中的任何条款。

14.4 本条件由四川航空股份有限公司负责解释。

**Sichuan Airlines Co, Ltd**  
**General Conditions of Carriage for Cargo**



**四川航空**  
**SICHUAN AIRLINES**

## The Statement of President

*General Conditions of Carriage for Cargo* of Sichuan Airlines Co., Ltd. (SCAL) has been established in accordance with other current and effective applicable laws and rules including *Montreal Convention*, *Warsaw Convention*, *The Civil Aviation Law of the People's Republic of China*, *Civil Aviation Goods Transportation Management Provision*, *The Operation Certification Rules of Air Carrier with Large Airplane for Public Transport* (CCAR Part 121), and *Dangerous Goods Rules* (DGR), etc.

General Conditions are a part of SCAL domestic or international/regional cargo transportation contract and are the company-level regulation document in SCAL. The principle, policy, provision, and policy of SCAL cargo transportation illustrated in this General Condition are the principles and guidelines that must be followed by SCAL to undertake the cargo transportation. Each department and employee associated with the cargo transportation, including SCAL Branch Company, Operation Base, and ground service agent, must strictly follow and implement this General Conditions.

The issuance and implementation of General Conditions will play the guidance and improvement roles in the aspect of standardized, programmed and normalized management of SCAL domestic and international/regional cargo transportation, so as to ensure that SCAL flight operation would be continuously improved in term of safety, regular operation, and service, etc.

Sichuan Airlines Co., Ltd

President:



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December 01, 2024

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## **1.0 Definition**

Following terminologies used in Sichuan Airlines Co., Ltd General Conditions of Carriage for Cargo (shortened as "this Condition" hereafter) have been designated with the following meanings, unless otherwise defined:

### **1.1 Cargo**

Refer to the item that has been already or will be carried by civil aircraft, besides the mail or baggage. It includes the baggage carried as per the air waybill.

### **1.2 Domestic Transportation**

Refer to the transportation that, according to air transportation contract, the departure location, contracted stop-over location, or destination location of this transportation locate within national territory of the People's Republic of China (excluding Hong Kong, Macao, and Taiwan).

### **1.3 International/Regional Transportation**

Refer to, unless otherwise specified, the transport that is undertaken in accordance with cargo transportation contract regardless of certain discontinued transport or certain transfer transport, and the departure airport or destination airport or contracted stop-over airport is not located inside national border of the People's Republic of China.

### **1.4 SCAL**

Refer to the abbreviation of Sichuan Airlines Co., Ltd.

### **1.5 Air Shipment Instruction**

Refer to the paper document provided to the air carrier to correctly fill out the air waybill, when the shipper entrusts the air carrier to replace the shipper to fill the air waybill.

### **1.6 Air Waybill**

Refer to initial evidence that is filled by the shipper or air carrier and that is used to sign the contract between the shipper and air carrier for air cargo



to be carried in the flight operated by air carrier.

#### 1.7 A Shipment

Refer to one or more cargoes that are shipped to one destination airport with one air waybill.

#### 1.8 Air Carrier

Refer to the public air transport enterprise that undertakes the cargo and mail transportation with the civil aircraft in purpose for the revenue.

#### 1.9 Contracted Carrier

Refer to the carrier that has signed the cargo transportation contract with the shipper.

#### 1.10 Actual Carrier

Refer to the carrier who executes all or a part of cargo transportation contract according to the authorization of contracted carrier.

#### 1.11 Ground Service Agent

Refer to the enterprise that is entrusted by the carrier to undertake the ground operation business of the cargo, including the air cargo reception, cargo transfer and loading & unloading inside the airport, etc.

#### 1.12 Air Freight Sales Agent

Refer to the enterprise that has been established in accordance with the law of the People's Republic of China, and signs the sales agent agreement with the carrier to enhance the civil aviation freight sales agent business.

#### 1.13 The Shipper

Refer to the enterprise or the individual that signs the contract with air carrier for civil aviation cargo transportation, and signs on air waybill or air cargo transportation record.

#### 1.14 The Shipper Agent

Refer to the enterprise or individual authorized by the shipper to take on behalf of the shipper to consign the cargo or sign the associated

document with the civil aviation cargo transportation.

#### 1.15 Consignee

Refer to the enterprise or individual that claims the cargo in accordance with the name specified in air waybill or cargo transportation record.

#### 1.16 Declared Value

Refer to the value that is specially declared to the consignee by the shipper when corresponding shipment cargo is delivered at the destination airport.

#### 1.17 The Surcharge of Declared Value

Refer to the specific-item fee that is paid to air carrier as per the provision when the shipper handles the declared value of the cargo.

#### 1.18 Chargeable Weight

Refer to the weight on which the freight fee of cargo is charged.

#### 1.19 Pre-payment

Refer to the accrued fee that is associated with the cargo transportation and shall be paid to the air carrier by the shipper when the shipper consigns the cargo, in accordance with the cargo transportation contract.

#### 1.20 Cargo Collect

Refer to the accrued fee that is associated with the cargo transportation and shall be paid to the air carrier by the consignee when the consignee claims the cargo, in accordance with the cargo transportation contract.

#### 1.21 Special Drawing Right (SDR)

SDR, also known as "paper gold", refers to a reserve asset and accounting unit created by the International Monetary Fund (IMF).

#### 1.22 Valid ID

Refer to the pass that must be shown when the shipper or consignee ships or claims the cargo and is defined by governing authority of the Government to certify his/her identity, for example, citizenship ID card, valid passport, etc.

### 1.23 Day

Refer to calendar day, and one week includes 7 days.

### 1.24 Special cargo

Refer to the cargo that has special requirement or certain special measures are required before it can be completely carried to the destination in course of cargo reception, warehouse storage, loading and unloading, cargo transportation, and cargo delivery.

### 1.25 Escorted Cargo

Refer to the cargo that the shipper assigned the escorting officer to especially take care of and supervise in course of air transport, according to the nature of cargo.

### 1.26 ULD (Unit Load Device)

Refer to the specific-purpose equipment of loaded cargo, mails and baggage used in the aircraft, including various types of pallet, container and its accessory equipment.

### 1.27 The Change of Transportation

Refer to the cargo that the shipper or the consignee changes the part or all the contents of corresponding transportation of shipped cargo.

### 1.28 Cargo Transport Accident Record

Refer to the document that is issued by air carrier and is accepted by the consignee to certify the abnormal condition of this cargo.

### 1.29 Measurement Cargo

Refers to the cargo that the volume of (cargo) per kilogram exceeds 6000 cubic centimeter

### 1.30 Damage

Refer to the loss, damage, shortage, deterioration, and contamination, etc. of the cargo arisen from the cargo during the transportation or during other service associated with cargo transportation provided by air carrier.

### 1.31 Charterer

Refer to the individual that signs the charter flight transport contract with air carrier, and contracts the aircraft of air carrier to transport the cargo according to this contract.

### 1.32 Continuous Transportation

Refer to the transportation performed by several successive carriers in accordance with the air cargo transportation contract. No matter whether this transportation has been made in form of one or more contracts, this transportation is an indivisible single business activity.

### 1.33 Code Share

It means that the flight number (i.e. the code) of one air carrier can be used in the flight of another air carrier.

### 1.34 Convention

Refer to the following applicable documents:

*Convention for the Unification of Certain Rules for International Carriage by Air* signed in Warsaw (hereinafter referred to as the "Warsaw Convention") on October 12, 1929;

*The Protocol to Amend the Convention for the Unification of Certain Rules Relating to International Carriage by Air* Signed at Warsaw on 12 October 1929, signed at The Hague on September 28, 1955 (hereinafter referred to as the "Hague Protocol");

*The Convention for the Unification of Certain Rules for International Carriage by Air* signed in Montreal on May 28, 1999 (hereinafter referred to as the "Montreal Convention").

### 1.35 Law and Provision

Refer to the law and regulation of local country of departure airport, stop-over airport, and destination airport of the cargo, the provision and the order of administration authority, and applicable provision of air carrier.

## **2.0 Applicability**

2.1 This Condition is applicable for domestic or international/ regional cargo transportation undertaken by Sichuan Airlines Co., Ltd. (shorten as SCAL) in purpose for the revenue.

2.2 Except as otherwise stipulated by the laws and regulations, the air cargo transportation between China mainland and Hong Kong and Macao Special Administrative Regions and Taiwan region of China shall be implemented in accordance with this Condition.

2.3 Unless otherwise defined in the condition, the contract, or the air waybill for free transportation, this Condition is also applicable for free transportation.

2.4 According to the transportation provided by the charter aircraft contract, this Condition is only applicable for the range involved with those articles in this charter aircraft contract and the air waybill.

2.5 In this Condition, if certain article that conflicts with national laws, government regulations, orders or requirements is contained, those national laws, government regulations, orders or requirements shall prevail, and remaining articles remain effective.

2.6 Unless otherwise agreed, in SCAL cargo transportation provisions, if certain article that conflicts with this Condition is contained, this Condition shall prevail.

2.7 If this Condition conflicts or disagrees with the rules of SCAL freight rate, the applicable freight rate rules shall be applicable in priority, and remaining articles of this Condition remains effective.

2.8 For the mail transportation, if separate agreement and treaty are available between the governments, follow such agreement and treaty.

This Condition is not applicable.

2.9 SCAL agent, employee or representative is not authorized to change, revise, or waive any article in this Condition.

2.10 On certain flight routes, SCAL operates the cargo transportation

business through the "code-share flights" or is entrusted by other air carriers to operate the cargo transportation business of flights routes of those carriers. This means that even if the shipper has booked the SCAL flight and holds the SCAL air waybill, the cargo shipped by them may be actually carried by another carrier. The cargo transportation in this case is also subject to the applicability of this Condition.

### **3.0 The Consignment of Cargo**

#### **3.1 General Requirement**

3.1.1 When the shippers consign the cargoes, they shall follow the applicable international conventions, the laws and regulations of relevant countries with the cargo origination airport and destination airport and in course of the transportation, as well as the applicable SCAL provision for cargo packaging and transportation. When necessary, the shipper shall provide the documents related to the shipped cargoes and bear the responsibility for the authenticity and the accuracy of those documents provided by the shippers.

3.1.2 When the shipper consigns the cargo, they must meet the following conditions:

- (1) The cargo that is not forbidden from air transport by the national law, the government provision, order or requirement;
- (2) It is allowed by those laws and provisions of departure country, destination country, and overflying country of the cargo to carry or import & export this cargo;
- (3) For the cargo that is subject to the limited transportation by the authorities (such as the public security authority, inspection and quarantine authority, etc.), valid certification letter shall be attached;
- (4) Those data and documents necessary for the cargo transportation are complete and effective;
- (5) The cargo does not physically hurt the aircraft, personnel, and

property, and not further disturb the passengers;

(6) The package of cargo shall adapt to the requirement of air transportation.

3.1.3 Unless otherwise agreed, SCAL does not carry the cargo that its declared value exceeds the defined limitation amount.

3.1.4 For the cargoes that have different transportation conditions or have different natures that conflict one another, the shipper shall respectively proceed with the shipment formality.

### 3.2 The Responsibilities of Shipper and Consignee

3.2.1 For the loss caused to SCAL or other parties for whom SCAL is responsible because the shipper consigns the cargoes in the violation against certain international convention, national law and regulation and relevant SCAL regulation, the shipper shall bear relevant responsibility.

3.2.2 The consignor shall provide those necessary documents and files so that he can complete relevant formality defined in the law and administration law before the cargo is delivered to the consignee. For those damages caused by the absence or by the inadequacy or inaccuracy of such document or file or by certain failure to meet the applicable provision, the shipper is responsible for SCAL and other party that SCAL bears relevant responsibility, except for the damage caused by the error of SCAL or SCAL employee or agent.

Unless otherwise specified in the national law or administration law, SCAL is not liable to conduct the inspection on the above-mentioned documents or files.

3.2.3 Before the shipper consigns the cargoes, he shall know about relevant SCAL provision and requirement with cargo transportation. For the loss caused to SCAL or other party due to the violation against these provisions or requirements by the shipper, the shipper shall bear the responsibility.

3.2.4 When the shipper operates the SCAL ULDs to load the cargoes, they shall follow the SCAL provisions.

For the loss caused by the loading in the violation against relevant provision, the shipper shall bear the responsibility.

### 3.2.5 Joint Responsibility

(1) The shipper bears the responsibility of paying off all fees to SCAL in full. The shipper guarantees to pay all the fees that the consignee refuses or fails to pay in full, including the freight collect fee, the commission for freight collect fee, storage fees, and the related fees resulting from those undeliverable cargoes, etc.

(2) The shipper shall guarantee to pay off all the expenses, fines, losses and other fees that may be incurred by SCAL and related carriers due to the following reasons:

- a. The forbidden item for air transportation, which is present in the consigned cargoes;
- b. Those cargoes subject to the limited transportation fails to meet the limit conditions;
- c. The ID, quantity, cargo reception information, package of shipped cargo or the name of shipped cargo are not accurate, correct, or complete;
- d. The import or export permit of shipped cargo or the required certificate or document is missed, delayed or erroneous;
- e. Actual name, the number of pieces, the weight, and the volume of shipped cargo, etc. mismatch with the air waybill;
- f. The fine of administration organization or social group, detention, or the rejection for border entry, etc. which is caused by certain circumstance of shipped cargo or document.

3.2.6 If the cargo consigned by the shipper mismatches with those cargo names specified in the air waybill, including those dangerous items



secretly carried in the cargoes or those items forbidden or restricted from air transportation by the Government, SCAL shall take the handling actions according to the following provisions:

- (1) At the origin station, stop the shipment, the freight rate is not refunded, and notify the shipper.
- (2) Stop the shipment at the transfer station, the freight rate is not refunded, notify the shipper, and hold the authorization to additionally verify and charge this freight fee in accordance with actual shipment leg.
- (3) At the arrival airport, hold the authorization to additionally verify the charge the freight rate of entire flight.
- (4) When necessary, SCAL can submit to relevant authority of local Government to take the handling actions.
- (5) For those consequences resulted from the circumstances of this article, take the handling actions in accordance with 3.2.1.

3.2.7 For certain damage or loss caused to SCAL or the third party due to the error of the consignee, the consignee shall bear the compensation responsibility.

### 3.3 The Cargo Package

3.3.1 The shipper shall ensure that no damage or loss or seepage is induced to the packages of all the consigned cargoes, and no damage and contamination is caused to the aircraft, the equipment and other items.

3.3.2 The shipper shall, based on the cargo nature, weight and transportation environment, adopt the appropriate internal and external packaging materials and packaging forms to properly package the cargoes. The applicable packaging measures must be available for those cargoes that are precise, fragile, shock-sensitive, and pressure-sensitive and cannot be placed upside down. It is prohibited to package with the straw bags and bind with the straw ropes.

3.3.3 It is forbidden to secretly carry any dangerous article, or any article or valuable article or confidentiality document and data forbidden and restricted from air transport by the Government, etc., in the cargo package.

3.3.4 The cargo package materials shall satisfy with local laws and the provisions of departure country, stop-over country, and destination country of consigned cargoes.

### 3.4 The Cargo Mark & Label

3.4.1 If the consigned cargo is the dangerous goods, the shipper must make the labeling on the outer package of the cargo according to the requirement of applicable law and provision.

3.4.2 The shipper shall stick the air transportation instruction label on the outer package of the cargo according to the nature of cargo and corresponding format defined in the national standards. The information of corresponding marks and labels shall be legible, readable and persistent.

3.4.3 Each cargo consigned by the shipper shall be attached or hung with SCAL cargo transport label as per corresponding provision.

3.4.4 When the shipper uses the old package, they must remove the residual marks, stickers and labels on the original packages.

### 3.5 The Cargo Weight and Size

3.5.1 The weight of cargo is calculated as per the gross weight, in the measurement unit of kg.

For China domestic transportation, the mantissa of weight less than 1kg is rounded up. When the weight of the cargoes in each air waybill is less than 1kg, it is calculated as per 1kg.

For international/regional transportation, the mantissa of weight less than 1kg is rounded up. Minimum measurement unit is 0.1kg.

The weight of valuable item is calculated as per the gross weight, and the

measurement unit is 0.1kg.

3.5.2 If the volume of the cargoes per kilogram exceeds 6000 cubic centimeters, its weight is calculated as per 1kg for every 6000 cubic centimeters.

3.5.3 The weight of each piece of cargoes consigned by the shipper is generally not more than 80kg, and the packaging size is generally not more than 40cm × 60cm × 100cm. For certain cargo in excess of this weight and size, SCAL may determine the maximum weight and size of acceptable cargoes based on the aircraft type of flight route and those loading and unloading equipment conditions at the departure airport, transfer airport and destination airport.

3.5.4 The sum of the length, width, and height of each piece of cargoes must not be less than 40cm. For the cargo less than this size, the shipper shall enlarge the package.

### 3.6 Flight Pre-Determination

The shipper or the agent shall reserve the flight to SCAL. For those cargoes in need of special handling actions or those cargoes subject to the time limit of air transportation or those special cargoes, they shall forward the application in advance.

### 3.7 Cargo Inspection

3.7.1 The consigned cargo shall attend the security check. For those cargoes that the shipper requests to be transported within 24 hours, all of these cargoes shall be subject to the open-package inspection or the detection through the security screening inspection devices.

3.7.2 When necessary as believed by SCAL, they can conduct the open-package inspection on the consigned cargoes and relevant document and data, but do not assume the liability that such inspection must be made.

## **4.0 Special cargo**

#### 4.1 The Types of Special cargo

Special cargo include the express item, biological product, plant and plant product, live animal, bone ash, coffin, dangerous cargo, fresh and perishable cargo, valuable cargo, firearm, ammunition, escorted cargo, etc.

#### 4.2 The Reception Provision

For the carriage of Special cargo, in addition that those provisions of general cargo transportation shall be satisfied, the following corresponding provisions shall be also followed:

##### 4.2.1 Urgent Cargo

(1) The cargoes that the shipper requests to be transported urgently can be carried as urgent items with SCAL consent, and the freight rate shall be paid as stipulated.

(2) The shipper shall properly reserve the flight and date when they consign the urgent cargoes.

##### 4.2.2 Biological Product

Without special approval by CAAC, SCAL must not carry any biological product of bacteria and bacteria culture medium that are harmful to human body, the animal, and the plant.

For biological products like vaccine, antibiotic and blood serum that are synthetic, refined, and processed to be bacteria-free, the shipper should present the proofs that they are bacteria-free and non-toxic.

##### 4.2.3 Plants and Botanical Products

When the shipper consigns the plants and the botanical product, they shall provide the valid "Plant Inspection and Quarantine Certificate" issued by local animal and plant quarantine authority at a county level or above.

##### 4.2.4 Live Animal

(1) The transportation of live animals must comply with the national regulations. The shipper shall provide the "Animal Quarantine Certificate" issued by local animal and plant quarantine authority at the county level (inclusive) or above. For the animals under the national protection, the shipment permission certificate issued by relevant authority is also required; for those animals within the scope of market management, a certificate issued by market management authority shall be available. When accepting those terrestrial wild animals, relevant special-purpose certificate issued by the forestry bureau (such as for scientific research, medicinal use, display, etc.) shall also be inspected.

(2) The shipper shall properly reserve the flight and date.

(3) The shipper shall fill the "Live Animal Shipment Declaration Sheet".

(4) For those live animals that specific cares are required and are fed or in large batch, the shipper shall assign the personnel to escort these live animals.

(5) The packaging of live animals should be both convenient for loading and unloading and suitable for the characteristics of the animals and the requirements of air transportation. It enables to prevent the animals from being damaged, escaping and contacting the external world, assure the ventilation and prevent the animals from being suffocated. The bottom of the packaging should have the facilities to prevent from any spillage of excrement.

(6) The cautionary items on relevant cares and transportation shall be identified on the outer package.

(7) The shipper and the consignee shall consign and claim the live animal at the airport, and are responsible for those retentions before the animal transportation and after their arrivals.

(8) For the live animal transportation that special requirements are available, the shipper shall state the cautionary items to SCAL or guide

the operation on the site.

#### 4.2.5 Bone Ash

(1) The shipper must provide the death certification letter issued by health authority and the cremation certification letter issued by funeral administration authority.

(2) The cremains should be placed in a closed plastic bag or in other sealed container with additional exterior wooden box wrapped by cloth at the outmost layer.

(3) The shipper shall properly reserve the flight and date.

#### 4.2.6 Coffin

(1) The shipper shall proceed with the coffin shipment formality with the death certificate issued by the hospital, a burial certificate issued by funeral administration authority or a transport permission certification letter issued by relevant authority (public security, health inspection and quarantine, etc.), and shall preliminarily reserve the appropriate flight and the date.

(2) The corpse should be free from any infectious virus.

(3) The corpse should be embalmed and within the embalming period.

(4) The corpse should be packaged in an iron or wooden coffin as the inner packaging, which is externally added with an iron box and convenient buckles for the loading and unloading on the outside. Absorbent materials such as sawdust or charcoal should be laid in the coffin. The coffin should be firmly nailed, welded and sealed without any leak to ensure that no odor and liquid would be leaked out.

#### 4.2.7 Dangerous Items

The transportation of dangerous items must be subject to applicable CAAC management provisions on aviation safe transportation of dangerous items.

#### 4.2.8 Fresh Perishable Item

(1) According to CAAC provision, SCAL passenger-carrying flight does not carry those fresh perishable cargoes accompanying with unpleasant smells.

(2) When the shipper consigns the fresh perishable items, they shall provide the maximum allowable transport time limitation and the caution of reservation and transportation, and deliver these items to the airport at the agreed time. Unless otherwise agreed, the time limitation of the transport of fresh perishable items shall not be shorter than 24 hours (which is calculated from 2 hours before ETD of pre-defined flight).

(3) The shipper shall properly reserve the flight and date.

(4) For those fresh perishable items that certain inspection quarantine is required to be made by the Government, the shipper shall provide the inspection quarantine certificate letter issued by relevant authority.

(5) The package shall be suitable for the characteristics of these fresh perishable items, and would not damage and contaminate the aircraft, devices and other items.

(6) The shipper shall provide necessary equipment for those fresh perishable items in need of special cares. When necessary, the shipper shall assign the personnel to escort such transport.

(7) In the course of air transportation and warehouse storage of those fresh perishable items, the expense resulted from those necessary protection measures taken by SCAL shall be paid by the shipper or the consignee.

#### 4.2.9 Valuable Item

(1) Valuable items include:

The item with a declared value at or above 2000 Yuan CNY per kilogram of gross weight during China domestic transportation; or the item with a declared value at or above 1000 US dollars or equivalent currency per kilogram of gross weight during international/regional transportation. The

valuable items include: Rare and valuable metals such as gold, platinum, iridium, rhodium, palladium, etc. and their products; all kinds of gemstones, jade, diamonds, pearls and their products; valuable cultural relics (including the book, painting, antique, etc.); cash, valuable securities and other items. However, the radioactive isotopes of the above metals (alloys) do not belong to valuable items but to the dangerous items, and should be handled in accordance with applicable regulations on air transportation of dangerous items.

(2) The valuable items should be packaged in a strong and tight packing box, which is externally added with a "#"-shaped metal packing strap. There must be a seal mark at the seams.

(3) The shipper shall properly reserve the flight and date when they consign the valuable items.

#### 4.2.10 Gun & Ammunition

(1) The guns and the police apparatus (shortened as the guns) are the specific-purpose control item, and the ammunitions are the dangerous items subject to specific-purpose control.

(2) When the shipper consigns various guns and ammunitions, they must provide the transport permit verified and issued by the county-level or municipal-level public security bureau of originating or destination airport or the authorization letter issued by relevant national supervision ministry or commission.

(3) The packages of guns and ammunitions must be solidified, sealed, and marked. The guns and the ammunitions shall be separately packaged.

(4) The shipper shall properly reserve the flight and date.

#### 4.2.11 Escorted Cargo

(1) The package of escorted cargo shall meet the SCAL cargo package requirement.



(2) The shipper shall properly reserve the flight and date when they consign the escorted cargoes.

(3) The courier shall fulfill with the requirements of escorted cargoes by SCAL and bear the responsibility for the safe transportation of cargoes.

The duties of the (cargo) courier include:

a. Be responsible for the cares taken for the cargo when such cargo stays on the ground and for escort operation during ground transportation;

b. Guide the loading and unloading operation of escorted cargo;

c. Be responsible for the cares taken to escorted cargo during the flight or at the stop-over station.

d. Decide how to handle the cargoes in the occurrence of irregular flight, certain cargo damage or other accident.

(4) The courier shall purchase the flight ticket or proceed with the boarding formality as per corresponding agreement.

(5) SCAL shall assist the courier to complete the task of escorted (cargoes).

4.2.12 Besides those provisions specified from 4.2.1 to 4.2.11 in this Article, the packages of all the special cargoes shall also meet other provisions specified by SCAL.

4.2.13 The shipper shall consign the special cargoes according to the time and the location designated by SCAL.

## **5.0 Declared Value & Insurance of Cargo**

### **5.1 The Declared Value of Cargo**

5.1.1 During China domestic transportation, if the value per KG of gross weight of the cargo consigned by the shipper exceeds 100 Yuan CNY, they can proceed with the formality of declared value of the cargo; during the international/regional transportation, if the value per KG of gross weight (the cargo consigned by the shipper) exceeds 22 Special Drawing Rights (SDR), they can proceed with the formality of declared value of the

cargo. When they proceed with the formality of declared value, the shipper needs to specify the declared cash amount in the column of declared value of air waybill. The shipper shall specify those cargoes that no declared value is available in the air waybill.

5.1.2 For those cargoes that the declared value has been handled, the shipper shall pay off the declared value surcharge as per corresponding provision.

5.1.3 Unless otherwise agreed, the declared value of each air waybill for domestic transportation does not exceed 500,000 Yuan CNY. The maximum declared value of the cargoes of each air waybill for international/regional transportation does not exceed 100,000 US dollars or its equivalent currency.

5.1.4 For those cargoes that consignment formality has been completely handled, if the shipper requests to change the declared value before these cargoes are carried in the flight, these cargoes shall be handled as per the cargo return formality. A new air waybill shall be re-issued and original declared value surcharge shall not be refunded.

5.1.5 For those cargoes that corresponding carriage by air has already been initiated, the shipper must not change the declared value.

5.1.6 SCAL has the right to determine the value limit of a shipment. If the declared value for air transportation of a shipment exceeds the limit stipulated by SCAL, SCAL shall require the shipper to consign the cargoes in batches or take other safety measures. If the shipper cannot consign the cargoes in batches or take safety measures, SCAL reserves the rights to refuse the air carriage of these cargoes.

5.2 The shipper can invest the aviation cargo transportation insurance.

## **6.0 Air Waybill**

6.1 The air waybill is signed or stamped by the shipper and SCAL. The first duplicate of original waybill is the one of air carrier. The second

duplicate is the one of consignee. The third duplicate is the one of shipper. Original three duplicates and electronic air waybill possess with the equivalent lawful effects.

6.2 The air waybill shall be filled out by the shipper. If SCAL issues the air waybill based on the shipper's letter of instructions provided by the shipper and this air waybill is signed by the shipper, it is concluded that this air waybill is filled out on behalf of the shipper. The shipper shall be responsible for the truthfulness and the accuracy of all the information filled in each item of the air waybill. All the losses caused to SCAL or the third party due to the untruthful or inaccurate cargo information provided by the shipper is subject to the responsibility of the shipper.

6.3 For those cargoes that their transportation conditions are various or their natures conflict to one another, the airway bill shall be separately issued.

6.4 One air waybill can be only available for one shipper and one consignee.

6.5 The air waybill shall not be transferred. A transferred air waybill is invalid.

6.6 If certain error or miss is arisen from the information filled in the air waybill by the shipper, SCAL does not assume the liability for corresponding correction or supplement. After the authorization by the shipper, SCAL can try maximum efforts as much as possible to make the correction or supplement and charge relevant fees.

## **7.0 Freight Rate, Freight Fee and Other Fees**

### **7.1 Aviation Freight Rate**

7.1.1 The freight rate refers to the aviation transportation rate of the cargo between the originating airport and the destination airport.

7.1.2 Unless otherwise agreed, the freight rate of Special cargo is calculated as per 150% of freight rate of general cargo.

7.1.3 The use of air freight rate shall meet with the freight rate service condition defined by SCAL.

## 7.2 Air Freight Fee and Other Fee

7.2.1 Air freight fee refers to the expense calculated based on the valid air freight rate published by SCAL on the date when the air waybill is issued and the chargeable weight of the cargoes. It does not include the ground transportation fees between the airport and the urban area, between two airports in the same city, and other fees.

7.2.2 Other fees are all the other fees related to the transportation of cargoes that the shipper must pay to SCAL and its ground service agents when the shipper consigns the goods or the consignee claims the cargoes, except for the air freight fee and the declared value surcharge. Unless otherwise stated in the published freight rate, these fees should include but are not limited to:

- (1) Ground transport service of cargo claim, delivery and the service supply to/from SCAL at the airport or designated location;
- (2) Warehouse storage fee;
- (3) Freight Collect service fee;
- (4) The fee resulted from the package due to inadequate repairs by SCAL;
- (5) Transport fee of the return of cargo and of the return to originating airport in other form;
- (6) Surcharge;
- (7) Other similar service or charge.

7.2.3 Minimum air freight fee of each piece of China domestic air waybill is 50 Yuan CNY.

## 7.3 The Payment of Air Freight Fee and Other Fee

7.3.1 When the shipper consigns the cargoes, all the prepaid freight and other fees should be paid. The settlement unit for China domestic

transportation is "Yuan", and the figures below "Yuan" are rounded up. For international/regional transportation, the currency of the fee is subject to certain agreement. If the shipper requests for the freight collect, this should meet the laws and regulations of destination country of the cargoes and SCAL regulations. When the consignee claims the cargoes, all the freight collect fees and other fees should be paid off.

7.3.2 No matter whether the cargo is destroyed, missed, damaged or not arrived at the destination airport specified in the air waybill, all the pre-paid fee and freight collect fee and other fee are all the incomes of SCAL.

No matter whether the cargo is damaged or whether the cargo is carried to the destination airport designated in the transport contract, the shipper or the consignee shall pay off all the expenses arisen from the air carriage of this batch of cargoes by SCAL.

7.3.3 The shipper shall guarantee to pay off all costs, expenses, fines, time losses, damages and other fees that may be incurred by SCAL due to the following reasons, including those reasons that the consigned cargoes contain those items prohibited or restricted for air transportation by laws and regulations, and the markings, quantities, addresses, packaging or names of the cargoes are unlawful, incorrect or incomplete, and the miss, delay or error of import/export licenses or the required certificates and documents, incorrect customs declaration or the mismatch of weight and volume of the cargoes, etc.

7.3.4 If the shipper or the consignee fails to pay off the freight fee and other fees, SCAL may lawfully detain the cargoes until the shipper or the consignee pays off the freight and other fees. If the shipper or the consignee fails to pay off the freight and other fees within the prescribed period, SCAL may dispose these cargoes in accordance with relevant regulations, but shall notify the shipper or the consignee stated in the air

waybill in advance.

7.3.5 The shipper and the consignee shall bear the joint responsibilities to reimburse for SCAL with the taxes, freight fee and other fees related to the cargo transportation as well as the advanced payment made by SCAL.

7.3.6 If the shipper rejects to pay off the freight fee and other fee, SCAL can reject to carry the cargoes. If the consignee rejects to pay off the freight fee and other fee, SCAL can reject to deliver the cargo.

SCAL has the right to detain the cargoes for which the above-mentioned fees have not been paid off and may auction these cargoes, and may proceed to pay off the above-mentioned fees with a part or all of the auction income. However, such an auction cannot relieve the liability for insufficient payment.

#### 7.4 The Modification on the Freight Rate & Freight Fee

When the shipper consigns the cargo, they shall pay the freight fee as per active freight rate published by SCAL in current day when the air waybill is issued. After the air waybill has been issued, certain modification is arisen from the freight rate or other fee, and original freight rate or other fee remains unchanged.

## **8.0 Cargo Transportation**

### 8.1 Cargo Reception

8.1.1 SCAL shall follow applicable international conventions and national laws and provisions to receive the cargoes for air transportation.

(1) SCAL must not receive those cargoes that are prohibited from air transportation according to applicable national laws and provisions.

(2) For those cargoes that it is required to proceed with certain verification and inspection formalities according to relevant national law and provision, before these formalities have been properly completed, SCAL must not receive such cargo for air transportation.

(3) For those cargoes in excess of SCAL transportation capability and warehouse storage capability, SCAL must not receive these cargoes.

8.1.2 SCAL or corresponding ground service agent shall conduct the safety check to the consigned cargoes according to those provisions of administration authority. When necessary, if SCAL will conduct the open-package inspection on the cargoes and if required by relevant document or file, the shipper assumes the liability to assist SCAL to conduct such inspection. SCAL bears the responsibility for conducting the safety check on the package of consigned cargo and the cargo and relevant documents and files, but SCAL does not bear the liability of certain mandatory inspection.

SCAL shall conduct the safety check to the received cargoes or take other safety-assurance measures.

## 8.2 Cargo Transportation Route

8.2.1 SCAL selects the cargo transportation routes in accordance with the principles of reasonableness and promptness, but does not assume the liability to transport with a specific aircraft or through a specific one or several flight routes, or to connect the continuous transportation of the cargoes at any place by a specific flight.

8.2.2 Due to certain irresistible circumstance or certain circumstance of Force Majeure, SCAL may cancel, change, postpone, advance or terminate all or part of the cargo transportation without prior notice.

8.2.3 In order to deliver the cargoes to the destination station as soon as possible, if necessary, SCAL may, without prior notice, transfer the cargoes to other air carriers or apply the other transportation modes to carry all or part of the cargoes to the destination station.

## 8.3 Time Limit of Cargo Transportation

8.3.1 To ensure that the consigned cargoes can be timely carried, the shipper shall reserve the flight and date of transportation with SCAL. If the

shipper and SCAL have agreed on the flight and date of this transportation or the limitation of transportation period and then specify such information on the air waybill, SCAL will conduct the air carriage as agreed without special reasons (such as the government actions, force majeure, etc.); if not agreed, SCAL will provide the air carriage within a reasonable time period according to the reception sequence of consigned cargoes.

8.3.2 SCAL can determine the cargo delivery sequence according to the agreement with the shipper or the sequence of cargo reception.

8.3.3 The time published by SCAL on the flight schedule table or in other place is the estimated time, which does not constitute a part of the cargo transportation contract, and it cannot be regarded as the time of the start or completion of transportation or of cargo delivery yet.

#### 8.4 Transportation Sequence

8.4.1 According to the applicable national laws and regulations, SCAL may make priority transportation arrangements among the cargoes, between the cargoes and the mails or among the passengers. SCAL may also continue the flight after some of the cargoes are unloading from a batch of cargoes at any time and any place. SCAL shall not be liable for certain consequences resulting from certain failure of cargo transportation or certain delay of cargo transportation or the unloading of a part of cargoes due to the priority transportation.

8.4.2 If SCAL has made the priority arrangement on the air transportation, SCAL shall consider the actual benefit of the shipper and conduct the rational transportation arrangement on those cargoes that have not been carried in a timely manner.

8.4.3 To avoid certain damage or danger, under the permission of the customs authority, SCAL may detain the cargoes at any possible place or warehouse during the transportation and notify the shipper or the



consignee at the same time; relevant fee shall be borne by the shipper and the consignee. SCAL may also forward the cargoes to another air carrier to be continuously carried to the destination station.

8.4.4 According to the natures of cargoes, SCAL delivers the cargoes in the following sequence:

- (1) Those items in the urgent carriage for emergency rescue, disaster relief, first aid, diplomatic pouches, and the items designated by the government;
- (2) The cargo that is accepted at the date of designated flight and as per the urgent cargo;
- (3) Small-size items subject to certain time limit, valuable and sporadic small-size items;
- (4) Flight transfer and connection cargoes;
- (5) General cargoes are carried as per the priority sequence of cargo acceptance.

8.4.5 The rights that the shipper changes the air transportation

- (1) Under the condition that the shipper fulfills the obligations stipulated in the cargo transportation contract, the shipper has the right to request the return of the cargoes to the departure airport at the destination or stopover station. However, the shipper shall not cause any loss to SCAL or other party for whom SCAL bears the responsibility, and shall reimburse the expenses arising therefrom. Unless otherwise definitively specified by the customs, this right only applies to all the cargoes specified in one air waybill.
- (2) When the shipper requests to handle the cargoes, they shall meet those laws and provisions of applicable countries in course of air transportation, otherwise SCAL shall reject to accept these cargoes.
- (3) When the shipper requests to handle the cargoes, they shall propose such request in paper format and show the duplicate of shipper or the

duplicate of agent of air waybill to SCAL.

(4) If SCAL cannot implement the request of shipper on those handling actions taken to the cargoes, SCAL shall immediately notify the shipper.

(5) The shipper shall assume the expenses arisen from the execution of cargo disposal rights by this shipper, and shall compensate the loss caused to SCAL or other party that SCAL bears the responsibility due to the shipper's execution of cargo disposal right.

## 8.5 SCAL Rights for the Change of Air Transportation

8.5.1 In order to ensure the timely transportation of consigned cargoes, it is possible for SCAL to change the flight, route, aircraft type or air carrier specified in the air waybill when SCAL is unable to or cannot timely provide the notifications.

8.5.2 Due to the following circumstances, SCAL may cancel, terminate, change, re-arrange or postpone the flight without prior notice or continue the flight when SCAL does not carry the cargo or only carries a part of the cargoes.

(1) Government provision, order or requirement;

(2) Force majeure refers to those objective circumstances that cannot be foreseen, avoided and overcome. It includes but does not limit to those natural disasters, such as the typhoon, hailstorm, earthquake, tsunamis, flood, volcanic eruption, landslide, government action, social abnormal event, such as the war, armed conflict, strike, riot, epidemics, terrorist act, chaos, etc.

8.5.3 In order to achieve the purpose of rational transportation, provided that the interests of shipper have been appropriately considered, it is allowed for SCAL not to provide the preliminary notification that SCAL will exercise other transportation modes to carry all or part of the cargoes to the destination airport.

8.5.4 In order to assure the flight safety or follow the laws and the

provisions, SCAL may continue the flight after unloading some or all of the consigned cargoes from one shipment of cargoes at any time and any place.

8.5.5 In the occurrence of above-mentioned changes of (air) transportation, SCAL shall timely notify the shipper or the consignee.

8.5.6 Except as otherwise stipulated by the law, due to those circumstances mentioned in Article 8.5.2, if the flight is cancelled or re-scheduled or finally stays at other location than the destination station, or the transportation of certain shipment of cargoes is cancelled, re-scheduled, continued or terminated, SCAL shall not bear any responsibility.

## 8.6 Terminate the Transportation

8.6.1 In course of the transportation, if there are sufficient reasons to confirm that certain shipment of cargoes is prohibited from the transportation by national law, government regulation, order or requirement, SCAL has the right to terminate the transportation of such shipment of cargoes, and those consequences arisen therefrom shall be subject to the responsibility of the shipper.

If the shipper requests to return those terminated cargoes from air transportation to the originating station, provided the air transportation conditions and certain conditions defined by relevant department have been satisfied, SCAL may arrange these cargoes to be carried back to the originating station. Therefore, the resulted fees are borne by the shipper.

8.6.2 Due to the natural property of the cargo itself or the poor packaging that may endanger the safety of the aircraft, personnel and property, SCAL may dispose such cargo at any time and any place without prior notice and does not bear the responsibility.

## **9.0 The Change of Transportation**

## 9.1 Voluntary Change

9.1.1 Voluntary change refers to it that part or all of contents of the transport are changed by SCAL due to the circumstance of the shipper. Voluntary change is only applicable for all the cargoes specified in one piece of air waybill.

9.1.2 When the shipper requests to change the transportation, the shipper shall show the shipper duplicate of air waybill, the paper requirement issued by the shipper and valid personal identity pass. Voluntary change shall meet relevant provision of this Condition and must not detriment the interest of SCAL and the third party, otherwise, SCAL would not handle the formality this change.

9.1.3 The Information of Change:

- (1) The return of transportation from the originating airport;
- (2) The termination of transportation from the midway station;
- (3) The change of destination airport;
- (4) The change of consignee (The changed consignee, i.e. the consignee designated in the air waybill);
- (5) Return the cargo to the originating station.

9.1.4 If SCAL believes that they are unable to execute the required changes of the shipper, SCAL shall immediately notify the shipper.

9.1.5 The shipper shall bear all the losses caused to SCAL by the shipper execution of the rights of changes, and shall pay all the expenses arisen from SCAL execution of required changes by the shipper.

9.1.6 From the moment after the cargo has been consigned to the moment before the consignee claims this cargo, the shipper may execute the change right to the cargo.

## 9.2 Involuntary Change

9.2.1 Involuntary change refers to the change of cargo transportation caused by force majeure or certain circumstances of SCAL. In occurrence of certain involuntary change, SCAL shall timely notify the shipper or the consignee to negotiate the handling method.

9.2.2 The freight fee is subject to the following provisions:

(1) For the cargo returned from origin airport, all the charges shall be returned.

(2) For the change of destination station, return the freight fee of unused flight leg(s). Additionally verify and charge the freight fee from the changed station to the new destination station.

(3) At the midway airport, return the cargo to the originating airport, and return all the freight fees.

(4) If they change to operate the other transportation tool to carry the cargoes to the destination station, extra fee shall be borne by SCAL.

## **10.0 Cargo Delivery**

10.1 The Notice on the Arrival of Cargo

10.1.1 After the cargoes have been carried to the destination airport, unless otherwise agreed, SCAL shall timely send the cargo arrival notification to the consignee. The notification is made in the format of telephone call and paper notice. The notification on arrival cargo of urgent cargo is delivered within 2 hours after the arrival of cargo. General cargo is delivered within 24 hours.

10.1.2 For general cargo and dangerous goods, they are retained for 72 hours free of charge from the day next to the issuance of arrival notice; for valuable cargoes, they are retain for 12 hours free of charge from the issuance of arrival notice; for the live animal, fresh perishable cargo, and other cargo that needs to be refrigerated or frozen, they are retained for 6

hours free of charge after the arrival of these cargoes. If these cargoes are claimed in excess of due time, SCAL will charge the retention fee as per corresponding provision.

10.1.3 If the consignee fails to receive or delay the reception of the notice on the cargo arrival due to other circumstance than SCAL circumstance, SCAL does not bear the responsibility.

## 10.2 Cargo Claim

10.2.1 The consignee shall claim the cargoes at the cargo claim location designated by SCAL.

For the live animal and live or perishable article and other cargoes designated for the flight transportation, the shipper shall be responsible for notifying the consignee to wait and claim the cargo at the destination airport.

10.2.2 Unless otherwise agreed between the shipper and SCAL, the cargoes shall be delivered to the consignee on the air waybill.

When the consignee receives or requests to claim the cargo and the air waybill, the disposal right of the shipper comes to the end. If the consignee refuses to receive the air waybill or the cargo, or SCAL is unable to establish the contact with the consignee, the shipper continues to exercise the right to dispose these cargoes.

10.2.3 When the consignee claims the cargo, the consignee shall show his/her valid ID pass. SCAL does not assume the responsibility for the truthiness of the ID pass of consignee. When necessary, SCAL may request the consignee to show the document or certification letter associated with the cargo transportation.

10.2.4 Before claiming the cargo, the consignee shall pay off all the accrued fees.

10.2.5 When the consignee claims the cargos and detects that the cargos are destroyed, lost, damaged or delayed, they shall immediately propose

the objection to SCAL or its ground service agent immediately. After joint inspection and confirmation by both parties, SCAL or its ground service agent shall truthfully fill in the cargo transportation accident record as stipulated, and both parties shall sign or stamp their seals. This record serves as the basis for the consignee or the shipper to propose a claim against SCAL.

10.2.6 If the consignee claims the cargo and signs on the air waybill but does not propose any different opinion, it is regarded as initial evidence that relevant cargo has been completely delivered as per the provision of transportation contract.

10.2.7 When SCAL shifts the cargo to the national supervision institution or authority according to applicable law, government provision or order, this shall be regarded as the end of cargo delivery. In occurrence of such condition, SCAL shall notify the shipper or the consignee.

10.2.8 If the cargo is detained or is to be disposed by relevant government authority due to other circumstance than SCAL circumstance, the consignee or the shipper shall bear the retention fee and other relevant fees. In occurrence of such condition, SCAL shall notify the shipper or the consignee.

10.2.9 The consignee who receives the air waybill and/or the goods shall bear the responsibility for the payment of all unpaid charges related to the transportation. Unless otherwise agreed, the shipper must not be relieved of the responsibility for the payment of these charges and must bear the joint responsibility with the consignee. SCAL or its ground service agent may conditionally deliver the goods based on the payment status of these charges.

10.2.10 For the fresh perishable goods that certain deterioration is arisen, the dead live animals and those cargoes that may possibly endanger the safety of aircraft, personnel and other property, SCAL or its ground

service agent may take necessary disposal measures without prior notice to the shipper or the consignee. The expenses arisen therefrom shall be paid by the consignee or the shipper.

### 10.3 Undeliverable Cargo

10.3.1 After the cargo has arrived at the destination station, if the consignee refuses to claim the cargo or fails to do so within the prescribed time limit, SCAL or its ground service agent shall follow the shipper instruction stated in the air waybill. If the shipper's instructions are not stated in the air waybill or cannot be executed, SCAL or its ground service agent shall notify the shipper of the situation that the consignee has not claimed the cargo, and shall request the shipper to give the disposal comments.

10.3.2 In the following conditions, SCAL is authorized to regard the cargo as the undeliverable cargo:

- (1) The cargo has not been claimed within 14 days from next day to the issuance of cargo arrival notice.
- (2) The cargo remains unclaimed for 60 full days for domestic flight for 3 full months for international/regional flight, and the disposal comment of the shipper has not been received yet.
- (3) The consignee rejects to claim the cargo or rejects to pay the accrued fees.
- (4) They cannot notify the consignee with the address of consignee listed in the air waybill.

### 10.3.3 The Handling Action Taken to the Undeliverable Cargo

- (1) For those undeliverable international/regional cargoes, SCAL or her ground service agent shall take the disposal actions according to local customs provisions.
- (2) All the cargoes, such as those items prohibited and restricted for the transportation by the government, valuable items and precious historical



and cultural materials shall be transferred to the competent government departments without certain compensation.

(3) All the general means of production and living materials shall be transferred to relevant material department or commercial department at certain valuation.

(4) When the consigned fresh perishable cargo becomes deteriorated or rotted during the transportation or the storage; or are not claimed at the destination station; or are refused to be claimed by the consignee, SCAL has the right to take necessary disposal measures, such as the handling, the destroying or the discarding all or part of the cargoes as required by local customs. When SCAL takes the above measures, SCAL may notify the shipper or the consignee without prior notice. The expense arisen therefrom shall be paid by the shipper.

(5) SCAL is responsible for retaining the cargo payment resulted from the discounted price discount. Within 90 days from the price discounting, if the cargo is claimed by the shipper or the consignee, residual amount from the deduction by the retention fee and the handling fee of such cargo shall be returned to the cargo claimer. If this cargo remains unclaimed after 90 days, this residual amount shall be forwarded to the national treasury.

(6) For the disposal result of undeliverable cargo, SCAL shall notify the shipper through the originating airport.

## **11.0 The Charter Airplane and Cabin Transportation**

11.1 The charterer applies for a charter flight to SCAL with an entity introduction letter or valid identity pass. After mutual negotiation and agreement, a charter flight contract is signed.

11.2 Except for certain circumstance of weather or other force majeure, both the charterer and SCAL shall fulfill their respective responsibilities, rights and obligations stipulated in the charter flight contract.

11.3 When the charterer and SCAL execute the charter flight contract, for each charter flight, a shipper's letter of instruction and an air waybill should be filled out to serve as the transportation voucher of the charter flight.

11.4 The charter and SCAL can determine the courier depended on the nature of cargo. The courier purchases the flight ticket as per the charter contract or proceeds with the boarding formality as per relevant provision. As for the duty of courier, refer to Article 4.2.11 of this Condition.

11.5 When the charterer proposes certain change of charter flight contract, they shall pay SCAL for relevant fees with the ferry flight, etc. already arisen from the execution of the charter flight contract.

11.6 SCAL collects the charter flight fees as per the provision of charter flight contract.

11.7 The charterer makes full use of the tonnage of charter aircraft. If SCAL needs to make use of residual tonnage of charter flight, SCAL shall negotiate with the charterer.

11.8 As for the charter cabin/cargo compartment(pallet) refers to relevant provision with the transportation of charter aircraft for corresponding disposal actions.

## **12.0 Responsibility, Compensation and Complaint**

### **12.1 The Scope of Responsibility**

12.1.1 From the time when the cargoes are accepted for air transportation to the moment of cargo delivery, SCAL assumes the responsibility for the safe transportation. SCAL shall be liable for certain loss of the cargoes during the period of cargo transportation, except as otherwise stipulated by the Convention, national law, government provision, order or requirement and this Condition.

12.1.2 For the cargo loss caused by the following circumstances, SCAL does not bear the responsibility:

- (1) The circumstance of the war or armed conflict, government action, natural disaster and other force majeure;
- (2) The cargo damage or deterioration caused by certain condition that natural property, defect of cargo itself or the nature of cargo is not applicable for those changes in the temperature, air pressure and the transportation time limit arisen in course of the transportation;
- (3) The package method or the container is not good;
- (4) The package remains intact, the seals and marks are free from unusual condition, but interior part is lacked or damaged;
- (5) Rational consumption of the cargo;
- (6) The action taken by relevant government authority and associated with the border entry, exit or transit of the cargo

12.1.3 Unless otherwise agreed, SCAL does not bear the responsibility for non-direct loss caused by the cargo damage, or non-direct loss caused by the transportation under this Condition, including the turn-over, the profit, the interest or the income loss, the miss of trade opportunity, currency risk, production cut or administrative penalty, etc., no matter whether SCAL knows about the potential occurrence of above-mentioned loss or not.

12.1.4 SCAL does not bear the responsibility for any loss, damage or certain expense arisen from animal death due to natural causes; or caused by the biting, kicking, butting or the suffocation of the animal itself or other animal; or caused or contributed to by animal's inability to withstand certain inevitable change in natural environment during the transportation that results into the death or injury of certain animal.

12.1.5 Except where it can be proved that it is caused by the fault of SCAL, SCAL shall not bear the responsibility for the loss of escorted cargo.

12.1.6 For certain hurt or death caused by the courier who escorts the live

animal on the way of escorting operation due to certain circumstance of the animal, SCAL does not bear the responsibility. In course of normal operation, the shipper bears the responsibility for certain physical hurt to SCAL working staff member by the animal.

12.1.7 In course of the transportation, the responsibility for cargo delay shall be borne by SCAL. However, SCAL has taken all the necessary measures or it is impossible to take these measures, as well as the condition stipulated otherwise by the national law, government regulation, order or requirement and this Condition.

12.1.8 In course of the transportation, if it is proved that certain loss or delay of the cargo is caused or contributed by the fault of the shipper or the consignee, the responsibility of SCAL shall be exempted or mitigated accordingly based on the extent of such fault that causes into or contributes to this loss.

12.1.9 Except for the deliberate act by SCAL, SCAL does not bear the responsibility due to the cargo loss arisen from the fulfillment of shipper request for certain change or during the change.

12.1.10 When SCAL issues an air waybill for the transportation route of other air carrier, SCAL can only serve as the agent of this carrier. SCAL does not bear the compensation responsibility for certain damage or delay arisen from the cargo carried in the flight of other air carrier.

12.1.11 When certain loss or delay is arisen from any package of a part of cargoes or in the cargoes, the conclusion of compensation responsibility of SCAL shall be limited to the weight of relevant package. When certain loss or delay of any item in the consigned cargo affects the value of other package in the same air waybill, when the compensation responsibility is determined, the weight of other packages shall be considered. In the absence of contrary evidence, the proportion of the values of damaged or delayed cargoes in total values of total cargoes shall be determined as

per the proportion of the weight of damaged or delayed cargoes in total weight of all the cargoes.

12.1.12 When SCAL responsibility is exempted or restricted according to this Condition, such exemption or restriction is also applicable for SCAL agent, employee or representative, and also for any air carrier that governs the transportation of applicable civil aircraft or other transportation tool and corresponding agent, employee or representative.

## 12.2 Successive Carrier

12.2.1 The transportation carried out by several successive air carriers according to one air waybill is regarded as a single transportation process.

12.2.2 For certain cargo carried by successive carriers, each air carrier serves as a contracted party of transportation contract with respect to the transportation section handled by such air carrier under the transportation contract. In course of air transportation, for the cargo damage or delay, etc., the shipper has the right to propose a lawsuit against the first carrier, the consignee has the right to propose a lawsuit against the final carrier, and either the shipper or the consignee can propose a lawsuit against the air carrier for the transportation section where certain cargo damage or delay is arisen.

## 12.3 The Limited Amount of Compensation

The scope of responsibility of SCAL depends on those provisions of applicable conventions and laws. Unless applicable conventions or laws have otherwise statement for the benefit of lawful claimant, following provisions are applicable:

12.3.1 For those cargoes that the declared value has been handled and the declared value surcharge has been paid, SCAL compensation liability limit is the declared value of this cargo. If SCAL can prove that actual loss of this cargo is lower than the declared value, the compensation shall be

made based on the actual loss.

12.3.2 For those domestic cargoes that the declared values are not handled, in the occurrence of certain damage during the transportation, maximum compensation limit borne by air carrier is 100 Yuan CNY per KG.

12.3.3 For those international/regional cargoes that the declared values are not handled, in accordance with those provisions of "Warsaw Convention", "Hague Protocol" and "Montreal Convention", maximum liability limit of SCAL is 22 Special Drawing Rights per KG. If SCAL can prove that actual loss of the cargo is lower than 22 Special Drawing Rights per KG, SCAL provides the compensation based on the actual loss.

12.3.4 When the claimant proposes a claim, this claimant should simultaneously provide the proof of actual value of the cargo.

12.3.5 If the cargoes insured for air transportation are damaged in course of the transportation, insurance company shall provide the compensation in accordance with relevant provisions.

12.3.6 Due to certain circumstance of SCAL, if the cargo is carried in excess of the agreed or defined time limit, SCAL shall offer the appropriate compensation. However, the compensation amount for each day of flight delay does not exceed 5% of freight fee actually paid to this batch of cargo. Total amount of compensation is limited to total freight fee of this flight.

#### 12.4 Complaint

The shipper and the consignee can submit the complaint through the following methods. SCAL will provide the reply within 10 working days.

Complaint telephone number: 028-65392413

E-mail box for accepting the complaint: chwldq@sichuanair.com

### **13.0 Claim and Lawsuit**

## 13.1 Claim

13.1.1 In occurrence of certain claim due to the cargo damage or delay, the shipper or the consignee on the air waybill shall submit (the claim) to SCAL in paper format within the following time limits:

(1) In occurrence of certain cargo damage, the claim shall be submitted in paper format within 14 days at the latest from the date of reception of the cargo.

(2) For the delayed transportation of cargo, the claim shall be submitted in paper format within 21 days at the latest from the day when this cargo is delivered to the consignee to be disposed.

(3) If the consignee cannot claim the cargo, the claim shall be submitted within 120 days from the day when air waybill is issued.

13.1.2 Any claim should be written on the transport document within the time limit stipulated in the preceding paragraph or submitted in another paper format.

13.1.3 Unless it can be proved that SCAL has committed certain fraud act, if the consignee or the shipper fails to raise certain objection within the time limit stipulated in Paragraph 1 of this Article, they will lose the right to propose a claim against SCAL.

13.1.4 For the claim that fails to meet the convention, law and provision, SCAL shall provide the shipper with specific answer within the defined time limit.

## 13.2 Lawsuit

13.2.1 The active time period for the lawsuit of air transport dispute is 2 years, and is calculated from the date when civil aircraft arrives at the destination, from the date when civil aircraft should have arrived at the destination or the date when the transportation terminates. If no lawsuit is proposed within this period, the right to claim the damage will be lost. The calculation method of active time period of such lawsuit is determined in

accordance with the law of local country of the court that accepts this lawsuit case.

13.2.2 For certain lawsuit proposed to the transportation fulfilled by actual carrier, such lawsuit can be respectively proposed to actual carrier or contracted carrier, and can be also proposed to actual carrier and contracted carrier. The carrier sued for this lawsuit has the right to request another carrier to participate into the response to this lawsuit.

13.2.3 Those disputes arisen from or related to this Condition are applicable for Chinese law. Provided that the Convention is applicable, the lawsuit on the cargo damage or loss can, at the option of the claimant, be conducted within the jurisdiction of the court where SCAL headquarter is located, or the court where SCAL branch organization that has concluded the contract is located, or the court at the destination.

#### **14.0 Validity, Amendment and Interpretation**

14.1 This Condition comes into effect and is implemented as of December 1, 2024. If a part of provisions in this Condition are confirmed as invalid or unenforceable according to the applicable laws, other provisions of this Condition remain valid.

14.2 SCAL has the right to amend any article in this Condition in accordance with those procedures stipulated by CAAC without prior notice. However, this amendment does not apply to those cargoes that have already been initially accepted for air carriage before such amendment is made, except as otherwise stipulated by the State or otherwise agreed in the transportation contract.

14.3 All the SCAL agents, employees or representatives are not authorized to revise, or waive any article in this Condition.

14.4 Sichuan Airlines Co., Ltd is responsible for the interpretation of this Condition.