

Main Terms and Conditions of Siberia Airlines Air Transportation of Cargo (“Terms”).

These Terms¹

- ✓ shall be read by the Shipper prior to concluding a Cargo Air Carriage Contract by Siberia Airlines;
- ✓ are by means of this reference incorporated into Cargo Air Carriage Contract in full, concluded between the Shipper and Siberia Airlines (hereinafter ‘Contract of Carriage’, ‘Shipper’ and ‘Carrier’), and are subject to application and observation by the Shipper and the Carrier as if they were an integral part of the sole document named the Contract of Carriage.

1. SUBJECT OF CONTRACT

- 1.1. According to the Contract of Carriage, the Carrier undertakes to deliver the accepted Cargo to the point of destination within the stipulated period of time and to give it to an authorised person (Consignee), and the Shipper is obliged to pay an agreed amount for the delivery.
- 1.2. The air transportation of cargo is fulfilled by the Carrier according to the Rules of Air Transportation of Passengers, Baggage and Cargo of Siberia Airlines (‘Carrier’s Rules’)², which are incorporated in this text by means of references, and to these Terms.
- 1.3. The Document that certifies the conclusion of the Contract of Carriage is a Cargo Air Waybill.

2. CARRIER’S OBLIGATIONS

- 2.1. At the request of the Shipper, the Carrier shall return the accepted cargo prior to its dispatch, change the Consignee in the cargo air waybill prior to delivery of the cargo to the authorised person, and delivers the cargo to the Shipper in case either the Consignee refuses acceptance or it is impossible to give the cargo to the Consignee. Period of cargo delivery and conditions of its return are stipulated by the applicable Russian law and the Carrier’s Rules, to the extent they are not contradictory to the applicable law.
- 2.2. When the cargo is delivered, the Carrier shall inform the Consignee in due time.
- 2.3. The Carrier informs the Shipper if either the Consignee refuses acceptance of cargo or does not accept it in the stipulated period of time, and has the right to store the cargo at the cost of the Shipper.
- 2.4. The Carrier shall inform the Shipper and/or Consignee on any change of air carriage, provided for by the Contract of Carriage, by means of, in addition, publishing the mentioned changes on the Carrier’s website.
- 2.5. The Carrier shall comply with the Shipper’s instructions concerning cargo disposition in case of any change of air carriage, Consignee’s refusal to accept the cargo or inability to give the cargo to the Consignee, excluding the cases when such instructions (a) are contradictory to the terms of the Contract of Carriage and/or Carrier’s Rules, or (b) may, in the Carrier’s opinion, cause damage to the Carrier or any other person.

3. SHIPPER’S OBLIGATIONS

- 3.1. When fulfilling the terms of the Contract of Carriage, the Shipper is obliged to observe applicable provisions of the Russian legislation, normative documents of states to/from/through the territory of which the cargo is carried, and the Carrier’s Rules and this Terms as far as they do not contradict to the above mentioned documents.

¹ The Carrier reserves the right to alter this Terms from time to time, and does hereby inform the Shipper (and the latter does hereby accept and agree) that the Shipper shall review the Terms prior to committing every new Purchase as to know the changes made by the Carrier.

² The Carrier reserves the right to alter the Carrier’s Rules from time to time, and does hereby inform the Shipper (and the latter does hereby accept and agree) that the Shipper shall review the Carrier’s Rules prior to committing every new Purchase as to know the changes made by the Carrier.

3.2. The Shipper must ensure that the Consignor accepts the cargo and takes it from the warehouse.

3.3. The Shipper shall reimburse the Carrier all its expenses concerned with disposition of the cargo, except for cases when such cargo disposition has been caused by the Carrier's violation of the Contract of Carriage. If the Carrier notifies the Shipper about non-acceptance of the cargo by the Consignee and does not receive further instructions from the Shipper within thirty (30) days or if such instructions cannot be fulfilled, the cargo is considered unclaimed and can be sold or destroyed by the Carrier. In case of selling, the Carrier has the right to deduct the money amounts due to him and any other person as may be necessary to reimburse expenses concerned with the non-acceptance of the cargo, and transfer the rest amount to the Shipper. Selling of the cargo does not reveal the Shipper from the liability to reimburse the Carrier and any other person for the expenses that are not covered by the amounts received from such selling.

4. DANGEROUS CARGO AND WEAPON TRANSPORTATION

4.1. Air carriage of weapon, ammunition, poisonous, highly flammable, radioactive, and other dangerous substances is subject to applicable Russian legislation, and, in case of international carriage, to international treaties of the Russian Federation.

4.2. The information shown on the air waybill by the Shipper evidences that the dangerous cargo is precisely defined according to shipping classifications, classified, packed, marked, bears dangerous class marks, and is ready for carriage by air subject to the requirements of Technical Instructions for the Safe Transport of Dangerous Goods by Air (Doc 9284 AN/905 ICAO).

4.3. The Shipper is fully liable for the incorrect or fraudulent information about dangerous specifications of cargo and bears responsibility according to the Russian laws and this Contract of Carriage.

5. COST OF CARRIAGE

5.1. Cost of air transportation of cargo (Cost of carriage) includes the following:

- Carrier's tariffs;
- Charge for air waybill.

5.2. Cost of carriage may additionally include:

- Agent's commission for issuing and selling cargo transportations;
- Airport/terminal charges levied from the shipper;
- Third party's charges;
- Taxes and other applicable charges.

5.3. The Shipper shall purchase cargo transportation via authorised cargo sales agents.

6. LIMITS OF CARRIER'S LIABILITY FOR DOMESTIC TRANSPORTATION

6.1. The Carrier's liability for loss of, lack of or damage to the cargo is as follows:

1) for loss of, lack of or damage to the cargo taken for domestic transportation with a declared value - at the rate of the declared value.

2) for loss of, lack of or damage to the cargo taken for domestic transportation without a declared value - at the rate of actual cost of the cargo, but not exceeding 600.0 RUR per kilogramme of the cargo.

6.2. In case of delay, the Carrier pays a fine at the rate of 25% of the minimum amount of payment stipulated by the federal laws for every hour of delay, but not exceeding 50% of the cost of carriage, if he doesn't provide evidence that such delay has not been caused by a force majeure circumstance, aircraft repair or other conditions beyond the Carrier's control.

7. LIMITS OF CARRIER'S LIABILITY FOR INTERNATIONAL TRANSPORTATION

7.1. In case of international transportation the Carrier's liability is limited to a sum of 250 francs per kilogram (that is equivalent to USD20.00 on the basis of USD42.22 per one ounce of gold), unless the Shipper has made, at the time when the package was handed over to the carrier, a special declaration of the value at delivery and has paid a supplementary sum if the case so requires. In that case the Carrier will be liable to pay a sum not exceeding the declared sum, unless he proves that that sum is greater than the actual value to the Shipper at delivery.

8. SHIPPER'S LIABILITY

8.1. The Shipper is liable before the Carrier according to applicable Russian laws or the Warsaw Convention, and the Carrier's Rules.

8.2. The Shipper is liable before the Carrier for incorrect or insufficient information about weight of cargo, quantity of cargo places, and nature of the cargo, including requirements for special transportation and marks. The Shipper shall hold harmless the Carrier from any claims and demands, and reimburse any expenses (including, in addition, payment of legal costs) and damages caused by such incorrect or insufficient information that prevents cargo transportation or has a materially adverse effect on the agreements of the parties. In this case, the Shipper is also liable to pay the difference between the tariff for the cargo declared and the tariff for the actually transported cargo, and, moreover, is charged the same difference as a fine.

8.3. If the Carrier terminates the Contract of Carriage unilaterally subject to the terms of p. 11.2 (4), the Carrier has the right to retain the amount received from the Shipper for the cargo transportation as a fine. The Shipper shall reimburse the Carrier all the expenses borne by the Carrier while cargo storage from the moment the Shipper is notified about the contract's termination and till the moment the cargo is received by the Shipper or its authorized person. If the Shipper does not take the cargo away within thirty (30) days after he was notified about the contract's termination, the cargo is considered unclaimed and can be sold or destroyed by the Carrier subject to the terms of p.3.3. hereof.

8.4. In case of any loss, damage or destroying of any of the Carrier's property (including, but not limited to, any Carrier's aircraft), arisen from or in connection with the parties relations under the Contract of Carriage, if not resulted from the Carrier's wilful misconduct, the Shipper shall, on its own behalf and account, assume the responsibility to reimburse any damages, losses, state charges, and other expenses and fees, including but not limiting legal expenses and attorney's fees, arisen in connection with the above mentioned loss, damage or destroying of any of the Carrier's property.

In case of death or injury to any person and in case of any loss, damage or destroying of any of the third party's property (including, but not limited to, any aircraft operated by the Carrier upon the right of ownership or lease agreements), arisen from or in connection with the services provided by the Carrier under the contract of carriage, excluding the cases of the Carrier's wilful misconduct, the Shipper shall, on its own behalf and account, reimburse such damages and hold the Carrier harmless from (and provides, at the Carrier's reasonable request, necessary assistance in protecting against the above claims and suits) any demands, claims or proceedings of third parties (including, in addition, any legal and other expenses concerned with submitting a demand, claim or suit).

Provisions of this article shall remain in full force after the Contract of Carriage is fulfilled or terminated for any reason, are composed directly in favour of the Carrier and may be enforced by the Carrier or its successors in respect of the Shipper.

9. APPLICABLE LAW

9.1. Cargo transportation within the Russian Federation ('Domestic transportation') is subject to this Terms, applicable Russian laws, including, but not limited to, the provisions of the Air Code of the Russian Federation, and the provisions of the Order of the Ministry of Transport of the

Russian Federation of June 28, 2007, #82 Federal Aviation Rules 'Common Rules of Air Transportation of Passengers, Baggage, and Cargo and Requirements for Service of Passengers, Shippers, and Consignors' (hereinafter 'FAR').

9.2. Cargo transportation that implies crossing the state frontiers of the Russian Federation ('International transportation') is subject to this Terms, applicable Russian laws, and the provisions of the Warsaw Convention for the Unification of Certain Rules Relating to International Carriage by Air, Signed at Warsaw on 12 October 1929, as amended ('Warsaw Convention'), norms of IATA Resolution 600b, that may be available to the Shipper, in addition, on the Carrier's website ([see here](#)) and form a part to the contract of carriage by means of this reference.

10. CLAIMS

10.1. At the request of the Shipper, the Consignee or the Carrier, by providing transportation documents by any of them and according to the terms and conditions stipulated by the Air Code of the Russian Federation, the parties shall make a carrier's statement (statement of damage) certifying circumstances that may form a basis to material responsibility of the Carrier, the Shipper or the Consignee.

10.2. In case of violation of the contract of carriage, a statement or claim may be raised against the Carrier at the airport of departure or destination, on the claimant's opinion.

10.3. A claim for the violation of the contract of carriage shall be given to the Carrier prior to bringing an action.

11. TERMINATION OF CONTRACT OF CARRIAGE

11.1. The Contract of carriage comes into force after signing by both parties and is valid until the parties fulfil their obligations under the Contract.

11.2. The Carrier may unilaterally terminate the Contract of Carriage by notice to the Shipper in the following cases:

1) if the Shipper infringes any passport, customs, sanitary and/or other requirements stipulated by the Russian legislation concerning air transportation, and, in case of International transportation, other rules provided for by authorised governmental bodies of the countries of departure, destination or transit;

2) if the Shipper refuses to fulfil the requirements of the Federal Aviation Rules;

3) if the cargo contains items or substances prohibited for air carriage;

4) if, prior to the start of air transportation, the Carrier discloses the fact of providing by the Shipper incorrect or insufficient information required under corresponding law.

11.3. The Shipper has the right to terminate the Contract of Carriage unilaterally after giving a notice to the Carrier prior to the start of air transportation of cargo and subject to reimbursement of actual expenses to the Carrier and/or payment of a fine due, as applicable by the Carrier (the amount of the fine, if any, will be advised to the Shipper prior to signing the Contract of Carriage).

12. MISCELLANEOUS

12.1. Extracts from these Terms of the Contract of Carriage are contained in the cargo air waybill, filled in by the Shipper at signing the Contract of Carriage. By signing the cargo air waybill, the Shipper confirms that it has read and accepted (without any reservations or stipulations) these Terms of the Contract of Carriage, including the Carrier's Rules and the Cost of carriage, that form an integral part of the Contract of Carriage.

12.2. The Shipper is responsible to fully observe the terms and conditions of the Contract of Carriage in his relations with the Carrier, and bears full legal responsibility for the Carrier in respect of the above.