

ARTICLE 2. APPLICABILITY OF TARIFF

Para. 1. General.

This tariff shall apply to all carriage of goods, including all services incidental thereto, performed by Carrier, provided, however, that if, according to the contract of carriage made by the parties, the place of departure and the place of destination, whether or not there be a break in the carriage or a transshipment, are situated either within the territories of two High Contracting Parties to the Convention, or within the territory of a single High Contracting Party to such Convention if there is an agreed stopping place within a territory subject to the sovereignty, suzerainty, mandate or authority of another Power, even though such Power is not a party to such Convention, such carriage shall be subject to the provisions of such Convention and to this tariff to the extent that this tariff is not inconsistent with the provisions of the Convention.

Para. 2. Gratuitous Carriage.

With respect to gratuitous carriage, Carrier reserves the right to except the application of all or any part of this tariff.

ARTICLE 3. EXECUTION OF AIR WAYBILL

Para. 1. Preparation by Shipper.

The shipper shall make out or have made out on his behalf an air waybill in the form, manner and number of copies prescribed by Carrier, and shall deliver such air waybill to Carrier with the goods. However, charges for carriage and other charges, insofar as they have been ascertained, shall be inserted in the air waybill by Carrier. Carrier may require the shipper to make out, or have made out on his behalf, separate air waybill when there is more than one package or when all of the consignment cannot be carried in one aircraft or cannot, without breach of government requirements or regulations of Carrier, be carried on one air waybill.

Para. 2. Apparent Order and Condition of Goods.

If the apparent order and condition of the goods and/or packing is other than good, the shipper shall insert in the air waybill what the apparent order and condition is. However, if the shipper fails to do so, or if such statement is inaccurate. Carrier may insert in the air waybill a statement of the apparent order and condition or note a correction thereon.

Para. 3. Preparation, Completion or Correction by Carrier.

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