

entry of the goods at any place, the goods shall be deemed to be consigned at such place to the person named on the face of the air waybill as customs consignee or, if no such person be named, to the Carrier carrying the goods to such place or to such customs consignee, if any, as such Carrier may designate. For any such purpose a copy of the air waybill, certified by Carrier, shall be deemed an original.

*Para. 3. Schedules, Routings and Cancellations.*

(a) Times shown in timetables or elsewhere are approximate and not guaranteed and form no part of the contract of carriage. No time is fixed for the commencement or completion of carriage. Carrier assumes no obligation to carry the goods by any specified aircraft or over any particular route or routes, or to make connections at any point according to any particular schedule, and Carrier is hereby authorized to select or deviate from the route or routes of consignment, notwithstanding that the same may be stated on the face of the air waybill. Carrier is not responsible for errors or omissions either in timetables or other representations of schedules. No employee, agent or representative of Carrier is authorized to bind Carrier by any statements or representations of the dates or times of departure or arrival, or of the operation of any flight.

(b) All consignments are accepted subject to the availability of suitable equipment and to available space.

(c) Carrier may without notice substitute alternate carriers or aircraft and if it concludes that it would be advisable so to do, Carrier may, without notice, cancel, terminate, divert, postpone, or delay any flight or the further right of carriage without any liability. Carrier may cancel the carriage of a consignment upon the refusal of the shipper, after demand by Carrier to pay the charges or the portion thereof, so demanded, without being subject to any liability therefor. If any flight is cancelled, postponed or advanced or is terminated at a place other than the place of destination or if the carriage of any consignment is so cancelled, postponed, advanced or terminated, Carrier shall not be under any liability with respect thereto. If the carriage of the consignment or any part thereof is so terminated, delivery thereof by Carrier to any transfer agent for transfer or delivery or the placing of such consignment in storage shall be deemed complete delivery under the air waybill, and Carrier shall be without any further liability with respect thereto, except to mail notice of the disposition of the consignment to the shipper or to the consignee, at the address stated in the air waybill. Carrier may but shall not be obliged to forward the consignment for carriage by any other route or forward the consignment as agent for the shipper or the consignee, for onward carriage by any transportation service on behalf of the shipper or the consignee.

(d) Subject to applicable government laws, regulations and orders, Carrier is authorized to determine the priority of carriage as between consignments and as between consignments and other cargo, mail and passengers, and to decide which articles shall be carried and which articles shall not be carried or shall be removed at any time or place whatsoever and to proceed with any flight without all or any part of the goods in one consignment.