

*Para. 4. Certain Rights of Carrier over Consignment in Transit.*

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

ARTICLE 7. SHIPPER'S RIGHT OF DISPOSITION

*Para. 1. Shipper's Option.*

Subject to his liability to carry out all his obligations under the contract of carriage, the shipper may dispose of the goods either:

(a) by withdrawing them at the airport of departure or of destination.

(b) by stopping them in the course of the journey on any landing.

(c) by calling for them to be delivered at the place of destination or in the course of the journey to a person other than the consignee named in the air waybill, or

(d) by requiring them to be returned to the airport of departure; provided that this right of disposition shall not be exercised in such a way as to prejudice Carrier or other shippers.

*Para. 2. Payment of Expenses.*

The shipper shall be liable for and shall indemnify Carrier against all loss or damage suffered or incurred by Carrier as a result of the by the exercise of his right of disposition.

The shipper shall reimburse Carrier for any expenses occasioned by the exercise of his right of disposition.

*Para. 3. Exercise of Right of Disposition.*

Every exercise of the right of disposition must be made by the shipper or his designated agent, if any, and must be applicable to the whole consignment. Exercise of the shipper's right to dispose of the goods while in transit is conditional upon production by the shipper or his designated agent of the part of the air waybill which was delivered to the shipper. Instructions as to disposition must be given in writing and in the form prescribed by Carrier.

*Para. 4. Carrier's Inability to Comply.*

If it is not reasonably practicable to carry out the order of the shipper, Carrier shall so inform him promptly. The cost of so doing attaches to the goods.

*Para. 5. Extent of Shipper's Right.*

The shipper's right of disposition shall cease at the moment when, after arrival of the goods at the destination, the consignee takes possession or requests delivery of the goods or air waybill. Nevertheless, if