

the consignee declines to accept the air waybill or the goods, or if he cannot be communicated with, such right of disposition shall continue to vest in the shipper.

ARTICLE 8. DELIVERY AND FAILURE TO DELIVER

*Para. 1. Delivery to Consignee.*

(a) Except as otherwise specifically provided in the contract of carriage, delivery of the consignment will be made only to the consignee named on the face of the air waybill. Provided that delivery to the consignee shall be deemed to have been effected when the consignment has been delivered to Customs or other government authorities and Carrier has delivered to the consignee any authorisations from Carrier required to enable the consignee to obtain release of the consignment.

(b) Delivery of the consignment shall be made by Carrier only upon written receipt of the consignee and upon compliance with all other applicable terms and conditions of the air waybill and of this tariff.

*Para. 2. Notice of Arrival.*

Notice of arrival of the consignment will, in the absence of other instructions be sent to the consignee, and the person to be notified, by ordinary methods; Carrier is not liable for non-receipt or delay in receipt of such notice.

*Para. 3. Time and Place of Delivery.*

Carrier does not guarantee the carriage or delivery of goods within a definite time.

The consignee must accept delivery of and collect the consignment at the airport of destination, unless delivery service to the address of the consignee has been arranged for between the shipper or consignee and Carrier.

*Para. 4. Failure of Consignee to Take Delivery.*

(a) If the consignee refuses or fails to take delivery of the consignment after its arrival at the airport of destination or the destination named in the air waybill. Carrier will endeavour to comply with any instructions of the shipper set forth on the face of the air waybill. If no such instructions are so set forth, or if such instructions cannot reasonably be complied with, Carrier, after forwarding to the shipper notice of the failure of the consignee to take delivery, may :

(i) Return the consignment on its own services or on any other transportation service to the airport of departure, there to await instructions of the shipper; or

(ii) After holding the consignment at airport of destination for a period of not less than 30 days, sell such consignment in one or more lots at public or private sale.

(b) The shipper and owner agree to pay all charges and expenses resulting from or in connection with the failure to make delivery of the consignment including, but not limited to, carriage charges incurred in returning the consignment. If the consignment is returned to the airport of departure and the shipper or owner refuses or neglects to make such payments within fifteen days after such return, Carrier may dispose of the consignment or any part thereof