

at public or private sale after giving the shipper at the address stated in the air waybill ten days' notice of its intention to do so.

(c) In the event of the sale of the consignment Carrier is authorized to pay to itself and other transportation services out of the proceeds of such sale any and all charges, advances and expenses of Carrier and other transportation services plus costs of sale, holding any surplus subject to the order of the shipper. A sale of any consignment shall, however, not discharge the shipper and/or owner of any liability hereunder to pay any deficiencies.

*Para. 5. Disposal of Perishables.*

When a consignment containing perishable articles is delayed in the possession of Carrier, is unclaimed or refused at destination, or for other reasons is threatened with deterioration, Carrier may immediately take such steps as it sees fit for the protection of itself and other parties including but not limited to the destruction or abandonment of all or any part of the consignment, the sending of requests for instructions, the storage of the consignment or any part thereof at the risk and cost of the shipper, or the disposition of the consignment or any part thereof at public or private sale without notice. The proceeds of any such sale shall be subject to the payment to Carrier of all accrued charges and expenses.

*Para. 6. C.O.D. Consignments.*

Consignments may be forwarded C.O.D., subject to the following:

- (a) The letters "C.O.D." are legibly marked on each package next to the shipper's and consignee's name and address.
- (b) Currency requirements of the country of departure and/or destination; and
- (c) The right of Carrier to refuse C.O.D. consignments to any particular country or on any particular route.

ARTICLE 9. PICK-UP, DELIVERY AND CITY TERMINAL SERVICES

*Para. 1. Availability of Service.*

Pick-up, delivery and city terminal services will be available at the points and subject to the rates and charges established for such services as published in the applicable tariffs of Carrier.

*Para. 2. Request for Service.*

Pick-up service will be provided when requested by the shipper. Delivery service will be provided if instructions are given by the shipper on the air waybill, or by the consignee.

*Para. 3. Consignments for Which Service Unavailable.*

Pick-up, delivery and city terminal services will not be provided by Carrier without special arrangement for any consignment which in the opinion of Carrier it is impracticable for Carrier to handle.

*Para. 4. Limitations on Service.*

Pick-up, delivery and city terminal services will not be provided when in the opinion of Carrier it is impracticable to operate vehicles, or when the address of the sale shipper or consignee is not directly accessible to vehicles. Consignments will not be handled beyond loading platforms or doorways directly accessible to vehicles.