I. U.S. DOMESTIC CONDITIONS OF CONTRACT

1. Carriage is subject to Jet Airways' most recent published rates, rules and classifications located on Jet Airways' website at www.jet-airways.com. This information is available for inspectionand is incorporated into this contract by reference. To arrange for a copy, or an explanation of the most recent rates, rules and classifications, please call 1-310-219-3763.
2. "Carrier" includes all carriers and their agents that carry the property herein or perform any other services incidental to such carriage.
3. In tendering the shipment for carriage, the shipper warrants that the shipment is packaged to protect the enclosed goods and to insure safe transportation with ordinary care in handling, and that each package is appropriately labeled, and is in good order for carriage as specified. Shipments must be prepared or packed to withstand a minimum 48 hour transit time, regardless of the service level requested or provided.
4. All shipments may, at carrier's option, be opened and inspected.
5. As to the shipment herein described, carrier shall not be liable for any loss or damage thereto or delay caused by an act of God, the public enemy, the authority of law, the act or default of the shipper, the inherent nature or vice of the shipment, or compliance or noncompliance with delivery or special instructions.
6. Carrier shall not be liable for special or consequential damages.
7. In consideration of carrier's rate for the transportation of any shipment, carrier's liability of any kind whatsoever (loss, damage or delay) shall be limited to an amount not exceeding:
   (a) 50 cents per pound with respect to the goods which the goods are lost, damaged or delayed (but not less than $50.00), unless a higher value is declared on the air waybill at the time of acceptance by the carrier (in an amount not to exceed $100,000 without execution of a special agreement signed by the Chief Operating Officer of Jet Airways), and the applicable charges pertaining to such higher value have been paid by the shipper; plus the amount of any transportation charges for which carrier has been paid for such part of the shipment lost, damaged or delayed; or
   (b) the declared value in case of loss, damage or delay of the entire shipment (but not less than $50.00 per shipment); and in the event of loss, damage or delay of part of the shipment the average declared value per pound of the shipment multiplied by the number of pounds of that part of the shipment lost, damaged or delayed (but not less than $50.00 per shipment); plus the amount of any transportation charges for which carrier has been paid for such part of the shipment lost, damaged or delayed. In no case shall carrier's liability exceed the actual value of the goods shipped.
8. Shipper may declare a higher value on the entire shipment (in an amount not to exceed $100,000 without execution of a special agreement signed by the Chief Operating Officer of Jet Airways), in which case an additional transportation charge will apply as set forth in Jet Airways's most recent published rules.
9. The limit of liability stated herein is subject to change and shall apply as set forth in Jet Airways's most recent published rules.
10. The shipper and the consignee shall be liable, jointly and severally, (i) for all unpaid charges payable on account of a shipment pursuant to this contract, and (ii) to pay or indemnify carrier for all claims, fines, penalties, damages, costs or other sums which may be incurred by carrier by reason of any violation of this contract or any other default.
11. The liability of carrier will be that of a warehouseman if the shipment is not picked up by the consignee within 48 hours after notice of its arrival is given to the consignee. In such event, carrier will hold the shipment subject to storage charges with the right to sell the shipment at public or private sale not less than 30 days after having given written notice thereof to the shipper. Carrier will pay itself out of the net proceeds of the sale for all charges due it and remit the balance to the shipper.
12. Transportation of the shipment is subject to availability of equipment and space therein. Carrier retains the right to: (i) substitute alternate air carriers, (ii) expedite via Motor Carrier under I.C.C. Exempt Commodity authority as an Air Carrier, and (iii) select the routing or deviate from that shown on the face hereof.
13. As a condition precedent to recovery, claims must be filed directly with the originating carrier in writing as follows:
    13.1 claims for visible loss or damage must be made within sixty (60) days from the receipt of goods.
    13.2 claims for non-visible loss or damage must be made within fifteen (15) days from the receipt of goods.
    13.3 claims for delay must be made within sixty (60) days from the receipt of goods or the date upon which the goods should have been received.
    13.4 claims for overcharges or duplicate billings must be made within one hundred and twenty (120) days from the date of issue of the air waybill. The claim amount may not be deducted from the air waybill charges. Instead, any amounts owed will be refunded after the claim and amount has been substantiated by Jet Airways.
    13.5 claims for duplicate payments and overpayments must be made within one hundred and twenty (120) days from the date of the duplicate payment or overpayment. The claim amount may not be deducted from any existing air waybill charges. Jet Airways will refund any amount due after the claim is validated and the amount of refund owed determined.
14. As a condition precedent to recovery, any damage or loss discovered after a clear receipt has been given to the carrier must be reported in writing to carrier within 15 days after delivery to the consignee, with privilege to carrier to inspect the container(s) and contents within 15 days after receipt of such notice. For perishable shipments, any damage or loss discovered after a clear receipt has been given to the carrier must be reported to carrier within 24 hours after delivery to the Consignee.
15. Carrier shall not be liable unless an action is brought within 2 years after the date written notice is given to the claimant that carrier has disallowed the claim in whole or in part.
16. No agent, employee or representative of Carrier has authority to alter, modify or waive any provisions of this contract.

II. INTERNATIONAL CONDITIONS OF CONTRACT

NOTICE CONCERNING CARRIER'S LIMITATION OF LIABILITY

If the carriage involves an ultimate destination or stop in a country other than the country of departure, the Warsaw Convention or the Montreal Convention may be applicable and in most cases limit the liability of the Carrier in respect of loss of, damage or delay to cargo. Depending on the applicable regime, and unless a higher value is declared, liability of the Carrier may be limited to 17 Special Drawing Rights per kilogram or 250 French gold francs per kilogram, converted into national currency under applicable law. Carrier will treat 250 French gold francs to be the conversion equivalent of 17 Special Drawing Rights unless a greater amount is specified in the Carrier's conditions of carriage.

CONDITIONS OF CONTRACT

1. In this contract and the Notices appearing hereon: CARRIER includes the air carrier issuing this air waybill and all carriers that carry or undertake to carry the cargo or perform any other services related to such carriage. SPECIAL DRAWING RIGHT (SDR) is a Special Drawing Right as defined by the International Monetary Fund. WARSAW CONVENTION means whichever of the following instruments is applicable to the contract of carriage: the Convention for the Unification of Certain Rules Relating to International Carriage by Air, signed at Warsaw, 12 October 1929; that Convention as amended at The Hague on 28 September 1955; that Convention as amended at The Hague 1955 and by Montreal Protocol No. 1, 2, or 4 (1975), as the case may be. MONTREAL CONVENTION means the Convention for the Unification of Certain Rules for International Carriage by Air, done at Montreal on 28 May 1999. Carriage is subject to Jet Airways's most recent published rates, rules and classifications located on the Jet Airways website at www.jet-airways.com. This information is available for inspection and is incorporated into this contract by reference. To arrange for a copy, or an explanation of the most recent rates, rules and classifications, please call 1-310-219-3763.
2. 2.1 Carriage is subject to the rules relating to liability established by the Warsaw Convention or the Montreal Convention unless such carriage is not "international carriage" as defined by the applicable Conventions.
   2.2 To the extent not in conflict with the foregoing, carriage and other related services performed by each Carrier are subject to:
      2.2.1 applicable laws and government regulations;
      2.2.2 provisions contained in the air waybill, Carrier's conditions of carriage and related rules, regulations, and timetables (but not the times of departure and arrival stated therein) and applicable tariffs of such Carrier, which are made part hereof, and which may be inspected at any airports or other cargo sales offices from which it operates regular services. When carriage is to/from the USA, the shipper and the consignee are entitled, upon request, to receive a free copy of the Carrier's conditions of carriage. The Carrier's conditions of carriage include, but are not limited to:
         2.2.2.1 limits on the Carrier's liability for loss, damage or delay of goods, including fragile or perishable goods;
         2.2.2.2 claims restrictions, including time periods within which shippers or consignees must file a claim or bring an action against the Carrier for its acts or omissions, or those of its agents;
         2.2.2.3 rights, if any, of the Carrier to change the terms of the contract;
         2.2.2.4 rules about Carrier's right to refuse to carry;
         2.2.2.5 rights of the Carrier and limitations concerning delay or failure to perform service, including schedule changes, substitution of alternate Carrier or aircraft and rerouting.
3. The agreed stopping places (which may be altered by Carrier in case of necessity) are those places, except the place of departure and place of destination, set forth on the face hereof or shown in Carrier's timetables as scheduled stopping places for the route. Carriage to be performed hereunder by several successive Carriers is regarded as a single operation.
4. For carriage to which neither the Warsaw Convention nor the Montreal Convention applies, Carrier's liability limitation shall not be less than the per kilogram monetary limit set out in Carrier's tariffs or general conditions of carriage for cargo lost, damaged or delayed, provided that any such limitation of liability in an amount less than 17 SDR per kilogram will not apply for carriage to or from the United States.
5. 5.1 Except when the Carrier has extended credit to the consignee without the written consent of the shipper, the shipper guarantees payment of all charges for the carriage due in accordance with Carrier's tariff, conditions of carriage and related regulations, applicable laws (including national laws implementing the Warsaw Convention and the Montreal Convention), government regulations, orders and requirements.
   5.2 When no part of the consignment is delivered, a claim with respect to such consignment will be considered even though transportation charges thereon are unpaid.
6. 6.1 For cargo accepted for carriage, the Warsaw Convention and the Montreal Convention permit shipper to increase the limitation of liability by declaring a higher value for carriage and paying a supplemental charge if required.
   6.2 In carriage to which neither the Warsaw Convention nor the Montreal Convention applies Carrier shall, in accordance with the procedures set forth in its general conditions of carriage and applicable tariffs, permit shipper to increase the limitation of liability by declaring a higher value for carriage and paying a supplemental charge if so required.
7. 7.1 In cases of loss of, damage or delay to part of the cargo, the weight to be taken into account in determining Carrier's limit of liability shall be only the weight of the package or packages concerned.
   7.2 Notwithstanding any other provisions, for "foreign air transportation" as defined by the U.S. Transportation Code.
   7.2.1 in the case of loss of, damage or delay to a shipment, the weight to be used in determining Carrier's limit of liability shall be the weight which is used to determine the charge for carriage of such shipment; and
   7.2.2 in the case of loss of, damage or delay to a part of a shipment, the shipment weight in 7.2.1 shall be prorated to the packages covered by the same air waybill whose value is affected by the loss, damage or delay. The weight applicable in the case of loss or damage to one or more articles in a package shall be the weight of the entire package.
8. Any exclusion or limitation of liability applicable to Carrier shall apply to Carrier's agents, employees, and representatives and to any person whose aircraft or equipment is used by Carrier for carriage and such person's agents, employees and representatives.
9. Carrier undertakes to complete the carriage with reasonable dispatch. Where permitted by applicable laws, tariffs and government regulations, Carrier may use alternative carriers, aircraft or modes of transport without notice but with due regard to the interests of the shipper. Carrier is authorized by the shipper to select the routing and all intermediate stopping places that it deems appropriate or to change or deviate from the routing shown on the face hereof.
10. Receipt by the person entitled to delivery of the cargo without complaint shall be prima facie evidence that the cargo has been delivered in good condition and in accordance with the contract of carriage.
    10.1 In the case of loss of, damage or delay to cargo a written complaint must be made to Carrier by the person entitled to delivery. Such complaint must be made:
    10.1.1 in the case of damage to the cargo, immediately after discovery of the damage and at the latest within 14 days from the date of receipt of the cargo;
    10.1.2 in the case of delay, within 21 days from the date on which the cargo was placed at the disposal of the person entitled to delivery.
    10.1.3 in the case of non-delivery of the cargo, within 120 days from the date of issue of the air waybill, or if an air waybill has not been issued, within 120 days from the date of receipt of the cargo for transportation by the Carrier.
    10.2 Such complaint may be made to the Carrier whose air waybill was used, or to the first Carrier or to the last Carrier or to the Carrier, which performed the carriage during which the loss, damage or delay took place.
    10.3 Unless a written complaint is made within the time limits specified in 10.1 no action maybe brought against Carrier.
    10.4 Any rights to damages against Carrier shall be extinguished unless an action is brought within two years from the date of arrival at the destination, or from the date on which the aircraft ought to have arrived, or from the date on which the carriage stopped.
11. Shipper shall comply with all applicable laws and government regulations of any country to or from which the cargo may be carried, including those relating to the packing, carriage or delivery of the cargo, and shall furnish such information and attach such documents to the air waybill as may be necessary to comply with such laws and regulations. Carrier is not liable to shipper and shipper shall indemnify Carrier for loss or expense due to shipper's failure to comply with this provision.
12. No agent, employee or representative of Carrier has authority to alter, modify or waive any provisions of this contract.

Jet Airways NOTE: Carriage is subject to the rates, rules and classifications set forth in Jet Airways' most recent tariff, which is available for inspection and incorporated into this contract by reference. To arrange for inspection, a copy,Modified to conform to IATA Resolution 600b, effective 17 March 2008. or an explanation of the mos
219-3763.