

# Conditions of Carriage by Charter Flight (International Passengers, Baggage and Cargo)

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## CHAPTER I . GENERAL

### 1. DEFINITIONS

“Advance Arrangement” means any special arrangement between the charterer or shipper, and JTA, made prior to tender of the shipment.

"Agreed Stopping Places" means those places, other than the place of departure and the destination, set forth in a ticket or an air waybill as scheduled stopping places on the passenger's route, or shown in a charter contract.

“Air Waybill”, which is equivalent to air consignment note, means the non-negotiable document or electronic form entitled "Air Waybill/Consignment Note" made out by shipper or JTA or charterer on behalf of the shipper which evidences the contract between shipper and JTA of carriage of cargo over the routes of JTA pursuant to the charter agreement.

"Applicable Laws" means such laws, cabinet orders and ministerial ordinances and other governmental regulations, rules, orders, demands or requirements of any state or country as will apply to carriage of a passenger, baggage and/or cargo to be performed by JTA.

"Authorized Agent" means a sales agent appointed by JTA to represent JTA in the sale of carriage by charter flight over JTA's services.

"Baggage" means such articles, effects and other personal property of a passenger as are necessary or appropriate for wear, use, comfort or convenience in connection with his/her travel. Unless otherwise specified, it includes both checked and unchecked baggage of the passenger.

"Baggage Check" means such portion of a ticket as provides for carriage by charter flight of checked baggage and as is issued by JTA as receipt of such checked baggage.

"Baggage Identification Tag" means a document issued by JTA solely for the purpose of identification of checked baggage and consisting of two portions: the baggage tag portion which is attached by JTA to a particular article of checked baggage and the baggage claim stub which is given to the passenger.

“Charges” means an amount to be paid for carriage by charter flight based on the applicable charges for such carriage or an amount to be paid for special or incidental services in connection with such carriage.

“Cargo”, which is equivalent to the term goods, is anything carried or to be carried in a chartered aircraft, other than mail or baggage.

“Carriage by Charter Flight” means carriage of a passenger, baggage and/or cargo by air, gratuitous or for reward, pursuant to the charter agreement.

“Charter Agreement” means an agreement between a charterer and JTA concerning

the chartering of a whole or any portion of aircraft equipped and manned with crew for one or more determined trip or trips, pursuant to which JTA contracts with a passenger or shipper for carriage of a passenger, baggage and/or cargo by charter flight.

“Charter Application” means an application for charter flight completed and signed by the charterer in the form prescribed by JTA, by which JTA checks and confirms the charter’s eligibility for charter flight in accordance with the terms and provisions of the Charter Regulations approved by Ministry of Land, Infrastructure and Transport, Japan and in respect of the statements of which the charterer warrants to be true and correct to the best of his knowledge and belief. The Charter Regulations may be inspected at any of JTA downtown offices and its offices at any airport from which JTA operates regular services.

“Charterer” means any person whose name appears on charter agreement as the party contracting with JTA. Any action taken by the charterer in respect of passenger tickets, baggage checks or air waybill shall be deemed to be done as agent for the passenger or shipper.

"Checked Baggage" means baggage of which JTA takes custody and for which JTA issues a baggage check and baggage identification tag.

"Child" means a person who has reached his/her second birthday but not his/her twelfth birthday as of the date of commencement of carriage.

“City Terminal Service” means the surface carriage of shipment between JTA’s city handling station and the airport of departure or destination, as the case may be.

“Consignee” means the person whose name appears on the air waybill as the party to whom the shipment is to be delivered by JTA.

"Convention" means whichever of the following instruments applicable to the contract of carriage:

"Convention for the Unification of Certain Rules Relating to International Carriage by Air", signed at Warsaw on 12th October, 1929 (hereinafter referred to as "Warsaw Convention");

"Warsaw Convention as amended at The Hague in 1955" signed at The Hague on 28th September, 1955 (hereinafter referred to as “Warsaw Convention as amended at The Hague”);

"Warsaw Convention" as amended by Additional Protocol No.1 of Montreal 1975 ;

"Warsaw Convention as amended at The Hague" as amended by Additional Protocol No.2 of Montreal 1975;

“Warsaw Convention as amended at The Hague” as amended by Protocol No.4 of

Montreal 1975 (hereinafter referred to as “Warsaw Convention as amended at Montreal”), and

“ Convention for the Unification of Certain Rules for International Carriage by Air”, done at Montreal on 28th May, 1999 (hereinafter referred to as the “Montreal Convention”).

“Custom Consignee”, which is equivalent to customs clearance agent, means a customs broker or other agent of the consignee designated to perform customs clearance services for the consignee.

"Days" means calendar days including all seven days of the week; provided that, for the purpose of calculating the number of days of a notice period, the day upon which such notice is dispatched shall not be counted and further provided that, for the purpose of notification in connection with the carriage of cargo by charter flight, when the last day falls on Sunday, or a legal holiday, such Sunday or legal holiday shall not be counted.

“Delivery Service” means the surface carriage of inbound shipments from the airport of destination to the address of the consignee or that of his designated agent or to the custody of the appropriate government agency when required.

"Destination" means the ultimate stopping place shown in a ticket or an air waybill.

“Electronic Coupon” means an electronic flight coupon or other value document held in JTA’s database.

“Electronic Flight Coupon” means such form of flight coupon as is recorded in JTA’s database.

“Electronic Ticket” means the itinerary/receipt and electronic flight coupon issued by a carrier or its authorized agent.

"Flight Coupon" means such portion of a passenger ticket (in the case of electronic ticket, the electronic flight coupon) as indicates particular places between which the coupon is good for carriage by charter flight for a passenger.

"French Gold Francs" means French francs consisting of 65 1/2 milligrams of gold at the standard of fineness of nine hundred thousandths. French Gold Francs may be converted into any national currency in round figures.

“Inclusive Tour” means a journey by air organized by a tour operator, that includes arranged other transportations and hotel or any other housing accommodations.

“Inclusive Tour Charter Transportation” means carriage of passengers who make inclusive tour by charter flight under the Inclusive Tour Charter Regulations approved by the Ministry of Land, Infrastructure and Transport, Japan. The Inclusive Tour Charter Regulations may be inspected at any of JTA downtown offices and its offices at

any airport from which JTA operates regular services.

"Infant" means a person who has not reached his/her second birthday as of the date of commencement of carriage.

"International Carriage" means (except where the Convention is applicable) carriage by charter flight in which, according to a contract of carriage, the place of departure and, the destination or agreed stopping places, are situated in two or more countries. As used in this definition, the term "country", which is equivalent to "state", shall include any territory subject to its sovereignty, suzerainty, mandate, authority or trusteeship.

"Itinerary/Receipt" means a document or documents forming part of the electronic ticket which contains the information such as the itinerary, ticket information, a portion of the conditions of a contract of carriage between JTA and a passenger pursuant to the charter agreement and notices relating thereto.

"JTA" means Japan Transocean Air Co., Ltd.

"JTA's Regulations" means JTA's rules and regulations, other than these Conditions of Carriage, for international carriage of passengers, baggage and/or cargo including, but not limited to, JTA's tables of charges and rates.

"Number of Contracted Seats" means all or any portion of the seat of an aircraft, the number of which JTA promised to make available to a charterer by a charter agreement.

"Passenger" means any person, except crew members, carried or to be carried in a chartered aircraft under the contract of carriage.

"Passenger Coupon" or "Passenger Receipt" means such coupon or receipt constituting a portion of a ticket as is issued by JTA or its authorized agent and is marked with "Passenger Coupon" or "Passenger Receipt", which document shall constitute a passenger's written evidence of a contract of carriage between JTA and a passenger pursuant to the charter agreement.

"Passenger Ticket" means such portion of a ticket as is issued by JTA or its authorized agent and as provides for carriage by charter flight for a passenger.

"Pick-up Service" means the surface carriage of outbound shipments from the point of pick-up to the airport of departure.

"Rate" means the amount charged by JTA for carriage of a unit of weight (or volume) or value of goods.

"SDR" mean Special Drawing Rights as defined by International Monetary Fund.

Conversion of the SDR. sum into a national currency shall be made as follows:

(1) In the case as defined in Article 34-(A) of these Conditions of Carriage, it shall

be made at the exchange rate between the currency and SDR in effect on the date of issuance of the air waybill.

(2) In the cases as defined in Article 33-(3), (4) and Article 34-(B)-(4) of these Conditions of Carriage, it shall be made, in the case of judicial proceedings, at the exchange rate between the currency and SDR in effect on the date of the final court hearing of such proceedings, and, in any other case, at the exchange rate between the currency and SDR in effect on the date on which the amount of the damages is finally fixed or on which the value of baggage is declared.

“Shipment”, which is equivalent to consignment, except as otherwise provided by JTA, means one or more pieces of goods accepted by JTA from one shipper at one time and at one address, receipted for in one lot and moving on one air waybill to one consignee at one destination address.

“Shipper”, which is equivalent to consignor, means the person whose name appears on the air waybill as the party contracting with JTA for carriage of cargo pursuant to the charter agreement.

"Stopover" means such deliberate interruption of a travel by a passenger, at a point between the place of departure and the destination, as is agreed to in advance by the Carrier.

"Ticket" means either the document entitled "Passenger Ticket and Baggage Check" or the electronic ticket, in each case issued by JTA or its authorized agent for carriage of a passenger and/or baggage, setting forth a portion of the conditions of a contract of carriage by charter flight and notices relating thereto and containing flight coupon and passenger coupon or passenger receipt or electronic flight coupon and itinerary/receipt.

"To Validate" means to stamp on a passenger ticket an indication that it has been duly issued by JTA or its authorized agent or, in the case of an electronic ticket, to register all of the electronic flight coupon in JTA's database.

"Unchecked Baggage" means any baggage other than checked baggage.

## 2. APPLICATION OF CONDITIONS

### (A) **General**

Nothing in these Conditions of Carriage or JTA's Regulations shall, unless permitted by the Convention and otherwise expressly provided herein, constitute a modification by JTA of any provision of, or waiver by JTA of any right granted to it by, the Convention.

### (B) **Applicability**

To the extent not in conflict with the Convention and except in case JTA's Conditions of Carriage applicable exclusively to its own domestic services by charter flight apply, these Conditions of Carriage shall apply to any carriage by charter flight for passengers, baggage and/or cargo and any service incidental thereto, each to be performed or provided by JTA at charges established in connection with these Conditions of Carriage, and shall constitute terms and conditions and provisions under which JTA performs or undertakes to perform such charter flight to the same extent as if these Conditions of Carriage were included as terms and conditions and provisions in the charter agreement, ticket or air waybill and expressly agreed to by the charterer, passengers and shippers.

### (C) **Gratuitous Carriage**

With respect to gratuitous carriage by charter flight, JTA reserves the right to exclude the application of any provisions of these Conditions of Carriage.

### (D) **Change of Conditions of Carriage or JTA's Regulations**

Except as will be prohibited by applicable laws, JTA may change, modify or amend any provision of these Conditions of Carriage or of JTA's Regulations without prior notice; provided that no contract of carriage by charter flight shall be subject to such change, modification or amendment made after the carriage by charter flight to be performed pursuant to such contract commences.

### (E) **Applicable Conditions**

All carriage by charter flight for passengers, baggage and/or cargo shall be subject to these Conditions of Carriage and JTA's Regulations in effect as of the date of commencement of the carriage by charter flight.

### 3. CHARTER AGREEMENT

No carriage by charter flight shall be performed unless a written charter agreement, in the form prescribed by JTA, is executed by the charterer and JTA.

Except for inclusive tour charters, a charterer shall submit a written charter application to JTA and get its approval before the execution of the charter agreement. The charter application approved by JTA shall be made a part of the charter agreement at the execution of such agreement.

#### 4. FLIGHT ROUTE AND SUBSTITUTION OF AIRCRAFT

##### (A) **Selection of Flight Route**

JTA shall have the right to select the flight route for the charter flight; provided however, that the shortest route which, in the opinion of JTA, is safe and feasible, will be followed.

##### (B) **Substitution of Aircraft**

In the event it is impossible for JTA to provide the charter the type of aircraft specified in the charter agreement, JTA may without any notice and without any liability effect the transportation by means of an aircraft of another type or arrange for the substitution of another air carrier who will effect the transportation in question on behalf of JTA by means of one of their aircraft of the same type or of a type other than that stipulated in the charter agreement. In the event JTA substitutes a different aircraft from the aircraft originally chartered, the charges shall in no event be higher than the applicable charges for the aircraft originally chartered; however, if an aircraft is substituted for which charges are less than the applicable charges for the aircraft originally chartered, such lower charges shall apply. The charterer shall indemnify and hold JTA harmless from claims by passengers, shippers, consignees or other persons having any interest in the charter flight pursuant to such charter agreement, arising out of or in connection with such substitution of air carrier or type of aircraft.

## 5. SCHEDULES, DELAYS AND CANCELLATIONS OF FLIGHT AND LIABILITY

### **(A) Schedules**

JTA undertakes to use its best efforts to carry a passenger, baggage and/or cargo with reasonable dispatch and to adhere to published schedules in effect on the date of travel; provided that the operation schedules of the charter flight set forth in the charter agreement shall be just scheduled but not guaranteed.

### **(B) Cancellations**

JTA may, without prior notice (in case item (f) below applies, with a prior notice to the charterer more than 25 days before the scheduled departure time of the charter flight), cancel, terminate, divert, postpone, advance or delay any charter flight or proceed with any charter flight without all or any part of the passenger, baggage and/or the cargo or determine if any take-off or landing should be made, without any liability of any kind to the charterer, passenger, shipper, consignee and any other person having any interest in the charter flight;

- (a) because of any fact beyond JTA's control (including, but not limited to, Force Majeure such as meteorological conditions, acts of God, strikes, riots, civil commotions, embargoes, airport slot limitations, wars, hostilities, disturbances or unstable international relations) whether actual, threatened or reported or because of any delay, demand, condition, circumstances or requirement directly or indirectly relating to such fact;
- (b) because of any fact not to be foreseen, anticipated or predicted;
- (c) because of any applicable laws;
- (d) because of shortage of labour, fuel or facilities or labour problems of JTA or others;
- (e) because of mechanical or operational difficulties related to the safety of chartered aircraft; or
- (f) because total number of contracted seats of a chartered aircraft does not exceed a fixed number as provided by JTA (applicable only to inclusive tour charter transportation).

In the event of such cancellation before the commencement of such charter flight, JTA shall refund the sum deducting charges and expenses actually incurred by JTA for such charter flight from the charter price and other charges and expenses collected. In the event of such termination after the commencement of the charter flight, the charter price and other charges and expenses for the transportation performed shall be calculated in accordance with Article 16 and the difference will be refunded.

## 6. SPACE AND WEIGHT LIMITATIONS

The charterer, passenger or shipper shall have the right to utilize all or any part of space on the chartered aircraft during the charter flight in accordance with the charter agreement, provided, however, that the space and weight available on any portion of the charter flight shall be decided solely by JTA. A passenger, baggage and/or cargo will be carried within such space and weight limitations of the chartered aircraft. Any such space in the chartered aircraft not utilized by the charterer, passenger or shipper may be utilized by JTA for the carriage of persons and property without diminution of the charter price as provided in Rule No. 12(A) and other charges and expenses.

## 7. CHARACTERISTICS OF AIRCRAFT

The characteristics of the chartered aircraft available to the charterer shall be specified by JTA at the execution of charter agreement. Such characteristics may be changed by JTA in case of adverse meteorological conditions, or for other operational, mechanical or economic reasons.

## 8. CREW IN CHARGE

The chartered aircraft shall at all times be under the exclusive command and control of JTA's crew in charge, who are authorized to take all necessary measures to insure safety. In this respect, they shall have complete discretion concerning the load carried, its distribution, the route to be flown, the time of departure from the original point and all intermediate points, when and if the charter flight shall be undertaken and as to where landings should be made. The charterer, passengers and shipper shall accept all such decisions as final and shall strictly comply with all orders issued by the crew in charge.

#### 9. FALSE REPRESENTATIONS AND OTHER VIOLATIONS BY CHARTERER

JTA may cancel a charter agreement, or in case charter flight has commenced, terminate the charter flight immediately without special warning or formal notice being given and also without liability of any kind to the charterer, passengers, shipper, consignee and any other person having interest in the charter flight, in the event that any provision of charter agreement and applicable laws is violated or inobserved by the charterer or by any such person or in the event that any representation in the charter application by the charterer is false. In the event of such cancellation before the commencement of the charter flight, JTA may collect cancellation charge provided in Rule No.15 from the charterer. In the event of such termination after the commencement of the charter flight, JTA may collect cancellation charge as provided in Rule No.15 as termination charge. Neither the cancellation nor the termination of a charter agreement for such reason shall affect JTA's right to collect damages from the charterer for such violation, inobservance or false representation. The charterer shall indemnify and hold JTA harmless from claims by passengers, shippers, consignees or other person having any interest in the charter flight pursuant to such charter agreement, arising out of or in connection with such cancellation or termination.

#### 10. NECESSARY ARRANGEMENT BY CHARTERER

The charterer shall make all necessary arrangements to ensure the arrival of passengers and availability of baggage and cargo for embarking and loading, at the time specified by JTA or its crew in charge. In the event that the charterer does not have the passengers, baggage and/or cargo ready for loading at such time specified, the charter flight may proceed without the full load and JTA shall be under no obligation to delay departure of any chartered aircraft operating any portion of the charter flight. In the event the charterer requests a delay in any such departure and JTA agrees thereto, the charterer shall pay JTA all additional charges, costs and expenses incurred by JTA in connection with such delay.

#### 11. LIST OF PASSENGERS AND DESCRIPTION OF PROPERTY

Prior to the commencement of the charter flight, the charterer will furnish JTA with a list or lists of the names of all passengers and with a declaration setting forth description and/or value of baggage and cargo to be transported on the charter flight. The said list(s) and declaration shall be signed by or on behalf of the charterer.

## CHAPTER II . CHARTER PRICE AND OTHER CHARGES

### 12. CHARTER PRICE

#### (A) **Charter Price**

The following charges applicable to charter flight (hereinafter referred to as “charter price”) shall be payable by the charterer.

- (a) Flight charges computed on the basis of the charter mileage (statute miles as provided by JTA) of the charter flight and/or the charter hours from the time of commencement of the take-off run to the time of conclusion of the landing run of the chartered aircraft, or flight charges fixed for each portion;
- (b) Ferry charges computed on the basis of the ferry mileage (statute miles as provided by JTA) and/or ferry hours (flight hours from the time of commencement of the take-off run to the time of conclusion of the landing run), or ferry charges fixed for each portion, if any ferry is necessary to place the chartered aircraft at the point required by the charterer and to return it to the point required by JTA;
- (c) Retaining or layover charges in case that chartered aircraft is delayed or held at the request of the charterer at any point after the reasonable period ordinarily required;
- (d) Valuation charges on baggage and/or cargo, if any, assessable in relation to declared value; and
- (e) Landing charges (including charges imposed by an airport authority), parking charges, hanger charges, ground service charges and/or dispatch service charges assessed in connection with each landing or handling requested by charterer or passenger, shipper or other person on behalf of the charterer, made at an airport not regularly served by JTA.

#### (B) **Costs on JTA’s Account**

The costs of the chartered aircraft with crew, fuel, oil, maintenance and appropriate meal in flight, shall be on the account of JTA.

### 13. ACCESSORIAL SERVICES AND CHARGES

The following are not included in the charter price and shall be paid in addition to such charter price, by charterer, passenger, shipper, consignee or owner, as the case may be, in accordance with the provisions of these Conditions of Carriage.

- (a) Ground transportation services (including ground transfer services);
- (b) Cost for visas, customs inspection fees, custom duties and any other taxes, charges, penalties and fees imposed in accordance with applicable laws;
- (c) Cost of personnel or special equipments or facilities to be hired or procured;
- (d) Hotel accommodation expenses;
- (e) Insurance charges;
- (f) Pick-up, delivery and city terminal services;
- (g) Storage and warehouse services and facilities;
- (h) Advanced charges and disbursement charges;
- (i) Expenses in repairing faulty packing;
- (j) Charges for carriage of cargo forwarded, transshipped or reforwarded by any other transportation service, or returned to point of origin
- (k) Valuation charges on the baggage and/or cargo assessable in relation to value declared by passenger and/or shipper for carriage by charter flight after the execution of charter agreement; or
- (l) Any other similar services, charges or expenses.

#### 14. APPLICABLE CHARTER PRICE AND OTHER CHARGES

##### **(A) General**

Except as otherwise agreed by JTA, JTA will not perform carriage by charter flight until the charterer, passenger and/or shipper has paid the applicable charter price and other charges and expenses for such carriage, insofar as they have been ascertained before the commencement of charter flight.

##### **(B) Applicable charter Price and Charges**

Applicable charter price and other charges and expenses for carriage by charter flight are duly established by JTA, and shall be those in effect on the date and hour of commencement of carriage by charter flight. When the charter price and other charges and expenses collected for such carriage are not the applicable charter price, charges and expenses, the difference will be refunded to or collected from the charterer, passengers, shipper, consignee and/or owner, as the case may be, in accordance with the provisions of these Conditions of Carriage.

##### **(C) Payment**

(1) Subject to applicable laws and acceptability to JTA, payment of charter price and other charges and expenses may be made in a currency other than the currency in which the charter price and other charges and expenses are established. If a payment is made in a currency other than the currency in which the charter price and other charges and expenses are established, such payment shall be made at the rate of exchange established in accordance with JTA's Regulations.

(2) The charterer shall pay to JTA the charter price and other charges and expenses, prior to the commencement of carriage by charter flight, in the manner specified by JTA; provided, however, that, with respect to any charter price and other charges and expenses which cannot be determined before the commencement of carriage by charter flight, any necessary adjustment will be made at the completion or in the course of carriage by charter flight and any additional amount due to JTA will be paid by the charterer, passengers, shipper, consignee or owner, as the case may be, in accordance with the provisions of these Conditions of Carriage, promptly upon receipt of a statement therefor from JTA. If required by JTA, the charterer, passenger or shipper must deposit with JTA a sum estimated by JTA to be sufficient to cover any charter price and other charges and expenses which cannot be determined before the commencement of carriage by charter flight. Any balance due from JTA to the charterer, passenger or shipper, or vice versa in connection with such deposit shall be paid after completion of carriage by charter flight and determination of the exact amount of such charter price and other charges and expenses.

## 15. CANCELLATION CHARGES AND INDEMNITY

### **(A) Cancellation Charges**

The charterer may, by giving written notice effective upon its receipt by JTA, cancel charter agreement. In such event the charterer shall pay to JTA as cancellation charges:

- (a) 10% of the charter price as provided in the charter agreement if more than 60 days before the time scheduled for the commencement of the charter flight;
- (b) 25% of the charter price as provided in the charter agreement if within 60 days but more than 14 days (30 days for passenger charter flight) before the time scheduled for the charter flight departure;
- (c) 50% of the charter price as provided in the charter agreement if within 14 days (within 30 days for passenger charter flight) of the time scheduled for the charter flight departure;
- (d) 100% of the charter price as provided in the charter agreement if the notice to cancel is received on or after the scheduled time of departure.

In the event of such cancellation by charterer the difference between the cancellation charges, and charter price and other charges and expenses collected will be refunded to or collected from the charterer, as may be appropriate.

### **(B) Indemnity**

In the event of such cancellation by charterer as provided in paragraph (A) above after the issuance of passenger tickets, baggage checks or air waybill, the contract of carriage with passenger or shipper pursuant to such charter agreement shall be automatically cancelled and the charterer shall indemnify and hold JTA harmless from claims by passengers, shipper, consignee and other persons having any interest in the charter flight pursuant to such charter agreement, arising out of or in connection with such cancellation.

## 16. CHARTER PRICE AND OTHER CHARGES IN CASE OF CANCELLATION AND TERMINATION

### **(A) Refund Amount**

Unless otherwise specifically provided in these Conditions of Carriage, JTA will refund the charter price and other charges and expenses collected, in the event of cancellation of charter agreement before the commencement of charter flight. In the event of termination of charter flight after the commencement of charter flight, unless otherwise provided in these Conditions of Carriage, the charter price and other charges and expenses for the transportation performed will be the sum of flight and ferry charges for the transportation performed, calculated in the manner provided by JTA plus other charges and expenses (including layover, landing, parking, hangar, ground service and dispatch service and other accessorial service charges) actually paid or incurred by JTA for the transportation performed and the charter price and other charges and expenses shall be adjusted by such sum; provided, however, valuation charges shall not be refunded after the charter flight has commenced.

### **(B) Currency**

All refunds will be subject to applicable laws of the country in which charter price and other charges and expenses were paid and of the country in which the refund is being made. Subject to the foregoing provisions, refunds will be made, at the option of JTA, in the currency in which the charter price and other charges and expenses were paid, or in lawful currency of Japan or of the country where the refund is made or in the currency of the country in which the charter price and other charges and expenses were paid, in an amount equivalent to the amount due in the currency in which the charter price and other charges and expenses were collected.

### **(C) Refund Handling**

JTA will make refund through its general accounting office or regional sales or accounting offices, and will require prior written applications for refunds to be prepared by the charterer, passenger, shipper, consignee or owner on form approved by JTA.

### **(D) Person to Whom Refund is Made**

Refunds of charter price and other charges and expenses shall be made to the person who paid them to JTA.

## CHAPTER III. PASSENGERS AND BAGGAGE

### 17. TICKETS

#### **(A) General**

(1) JTA will not issue a ticket unless the applicable charter price and other charges and expenses are paid in accordance with the provisions of these Conditions of Carriage.

(2) A passenger must present a valid ticket duly issued in accordance with JTA's Regulations and containing the flight coupon for the flight which he/she is actually to board and all other unused flight coupons and a passenger coupon or passenger receipt (or, in the case of an electronic ticket, the itinerary/receipt and the passenger's identification) when he/she takes carriage by charter flight. A passenger shall neither be entitled to be carried if the ticket presented by the passenger falls within the scope of sub-paragraph (6) of paragraph (A) of Article 18.

(3) In the case of loss or mutilation of a ticket or any portion thereof, or non-presentation of a ticket containing a passenger coupon or passenger receipt and all unused flight coupons, JTA will not perform carriage for the travel covered by such ticket or such portion. JTA may, upon the passenger's request, issue a new ticket to replace such ticket or such portion if JTA receives from the passenger a proof satisfactory to JTA to prove that a valid ticket for the relevant flight was duly issued and if, given the circumstances, JTA deems it appropriate; provided that the passenger agrees, in such form as may be prescribed by JTA, to indemnify JTA from any loss and damage incurred by JTA in connection with issue of such replacement ticket.

(4) A ticket shall not be transferable nor refundable. JTA shall not be liable to any person entitled to be carried for honoring a ticket presented by any person other than the person so entitled. If a ticket is in fact used by any person other than the person who is entitled to be carried, with or without such person's knowledge and consent, JTA shall not be liable for death of or injury to such unauthorized person or for loss, destruction or delay in arrival of, or damage to, such unauthorized person's baggage or other personal property arising from or in connection with such unauthorized use.

#### **(B) Issuance of Tickets**

JTA's form of ticket currently in effect for the carriage by charter flight shall be issued by JTA for each passenger, which act constitutes the conclusion of contract with passengers for carriage by charter flight for a passenger and baggage, pursuant to the charter agreement. No amount of fare shall be entered in the ticket; instead, the identification of the charter flight will be shown. No passenger will be carried on the chartered aircraft unless a ticket has been presented to JTA by him prior to

commencement of the charter flight.

**(C) Validity for Carriage**

When validated, a ticket shall be good only for carriage by charter flight from the airport at the place of departure to the airport at the destination via the route described in the ticket. Each flight coupon shall be good only for the charter flight designated in such flight coupon.

## 18. REFUSAL AND LIMITATION OF CARRIAGE

### (A) **Right to Refuse Carriage, Etc.**

JTA may refuse carriage of, or remove, any passenger, and in such case his/her baggage will be handled in the same way, if JTA determines at its reasonable discretion that:

- (1) such action is necessary for a reason of flight safety;
- (2) such action is necessary in order for JTA to comply with applicable laws of any state or country to be flown from, into or over or other states or countries concerned;
- (3) (a) the passenger falls under sub-paragraph (1) (b) of paragraph (B) of Article 22,  
(b) the passenger may unlawfully seek to enter a country through which he/she is in transit by means of destroying his/her documentation required for exit, entry or other purposes or other ways, or  
(c) the passenger refuses to accept JTA's request by reason of protecting an unlawful entry to a country that he/she surrenders his/her documentation required for exit, entry or other purposes to be held by a crew member in exchange of JTA's receipt thereof;
- (4) the passenger falls under sub-paragraph (3) or (4) of paragraph (B) of Article 19;
- (5) the passenger or his/her conduct, age or mental or physical condition:
  - (a) requires special assistance of JTA,
  - (b) having serious illness/injury, infectious disease or suspected infectious disease,
  - (c) may cause discomfort or makes himself/herself objectionable to other passengers,
  - (d) may cause harm to himself/herself or to other persons or an aircraft or any property;
  - (e) obstructs any crew member in performing his/her duties or fails to comply with any instruction of any crew member,
  - (f) uses portable telephones, portable radios, electronic games or other electronic devices in aircraft cabin without JTA's permission;
  - (g) smokes in aircraft cabin, or , in case JTA specially permits a passenger to smoke in aircraft cabin of a specific charter flight, smokes in an area of aircraft cabin except where JTA permits a passenger to smoke;
- (6) the ticket presented by the passenger is:
  - (a) acquired unlawfully or purchased from an entity other than the issuing carrier or its authorized agent,
  - (b) reported to have been lost or stolen,
  - (c) a counterfeit ticket, or

- (d) mutilated, or altered willfully by a person other than a carrier or its authorized agent, with respect to any flight coupon thereof,
  - (e) in any of which cases JTA reserves the right to retain the ticket; or
- (7) the person presenting a ticket cannot prove that he/she is the person named in the "Passenger Name" box of the ticket, in which case JTA reserves the right to retain such Ticket.

In the case of sub-paragraph (5) (d) or (e) of this paragraph, JTA may take such other measures as JTA deems necessary to prevent the passenger from continuing such conduct, failure, obstruction or act which measures shall include, but not limited to, restraint of the passenger.

**(B) Conditional Acceptance for Carriage**

If a passenger whose status, age or mental or physical condition may cause any hazard or risk to himself/herself is carried, JTA shall not be liable for death of, or any injury, illness, wounding or disability suffered by, the passenger or any aggravation or consequences thereof due to such status, age or mental or physical condition.

**(C) Limitation on Carriage**

- (1) Acceptance of carriage of unaccompanied children or infants, incapacitated persons, pregnant women or persons with illness shall be subject to JTA's Regulations and may require a prior arrangement with JTA.
- (2) If the total weight of the passengers boarding, and/or baggage loaded in, a chartered aircraft may exceed the maximum allowance weight with respect to the aircraft, JTA may, in accordance with JTA's Regulations, decide which passengers and/or baggage will be carried.

## 19. BAGGAGE

### **(A) Restriction of Acceptance as Baggage**

(1) JTA will refuse to accept as baggage:

- (a) items which do not constitute baggage as defined in Article 1;
- (b) items which may endanger an aircraft or any person or property, such as items which are specified in the Dangerous Goods Regulations of the International Civil Aviation Organization (ICAO) and the International Air Transport Association (IATA) and in JTA's Regulations;
- (c) items carriage of which is prohibited by applicable laws of any state or country to be flown from, into or over;
- (d) items which JTA deems unsuitable for carriage by reason of their weight, size, shape or character such as being fragile or perishable;
- (e) live animals, except those provided for in paragraph (G) of this Article; or
- (f) firearms, swords and other similar items, except as otherwise provided in JTA's Regulations.

(2) JTA may refuse carriage of, and take any necessary step with respect to, items of which carriage as baggage is prohibited by the preceding sub-paragraph (1) and may refuse onward carriage of any such item upon discovery thereof.

(3) JTA will refuse to accept fragile or perishable items, money, jewelry, precious metals, negotiable papers, securities or other valuables, business documents, passports or other identification documents necessary for travel or samples as checked baggage.

(4) JTA may refuse to carry baggage as checked baggage in case it is not properly packed in a suitcase or other suitable container to ensure safe carriage with ordinary care in handling.

(5) If any item referred to in sub-paragraph (1) of this paragraph (A) is carried, whether or not carriage of such item as baggage is prohibited, such carriage shall be subject to the charges, limitations of liability and any other provision of these Conditions of Carriage applicable to carriage of baggage.

### **(B) Security Inspection**

(1) A Passenger shall submit to any security check required by government or airport officials or by JTA, unless it is specifically deemed unnecessary by government or airport officials or by JTA.

(2) JTA will inspect the contents of Passenger's Baggage by opening his/her Baggage and/or by using some device in the presence of the Passenger concerned or a third person, for the purpose of security (including but not limited to the prevention of unlawful acts of seizure, exercise of control or destruction of aircraft) and/or for any

other reason. Notwithstanding the foregoing, JTA may inspect the Passenger's Baggage in his/her or a third person's absence to see whether he/she is in possession of, or his/her Baggage contains, any prohibited item referred to in sub-paragraph (1) of paragraph (A) of this Article.

(3) JTA will search Passenger's articles by touching the Passenger through his/her clothes and personal fittings including wigs or by using such instruments as a metal detector, for the purpose of security (including but not limited to the prevention of unlawful acts of seizure, exercise of control or destruction of aircraft) and/or for any other reason.

(4) When a Passenger does not agree with JTA's inspection as specified in sub-paragraph (2) of this paragraph, JTA will refuse to carry such a Passenger's Baggage.

(5) When a Passenger does not agree with JTA's search as specified in sub-paragraph (3) of this paragraph, JTA will refuse to carry such a Passenger.

(6) When such prohibited items as specified in sub-paragraph (1) of paragraph (A) of this Article have been found as a result of such inspection or search as specified in sub-paragraph (2) or (3) of this paragraph, JTA may refuse to carry such Baggage, or may dispose of such Baggage.

**(C) Checked Baggage**

(1) Nothing contained in these Conditions of Carriage shall entitle a passenger to have his/her baggage checked on a flight for which JTA does not accept checking of baggage.

(2) Upon delivery to JTA of baggage to be checked, JTA will describe in the ticket the number of pieces and/or weight of the checked baggage (which act shall constitute the issuance of a baggage check) and will issue a baggage identification tag for each piece of the checked baggage.

(3) If a piece of checked baggage of a passenger has no name, initial or other personal identification, the passenger shall affix such identification to the baggage prior to JTA's acceptance of checking.

**(D) Unchecked Baggage**

Except articles specifically permitted by JTA's to be carried into the cabin, baggage which a passenger may carry into the cabin shall be, besides one pack of a passenger's personal belongings, as permitted by JTA's Regulations, which the passenger carries and retains, one piece of article provided in JTA's Regulations which can be stowed in an enclosed storage compartment in the cabin or under the seat in front of the passenger, the sum of the three dimensions of which shall not exceed 115 centimeters

(45 inches); provided that the total weight of such articles shall exceed 10 kilograms (22pounds). A passenger shall not carry into the cabin any baggage which JTA deems cannot be stowed in safety in the cabin.

**(E) Declaration of Baggage the Value of which Exceeds the Limit of Liability and Excess Value Charges**

(1) A passenger or charterer on behalf of the passenger may declare a value of baggage in excess of the liability limitation of JTA pursuant to sub-paragraphs (4) of Article 33. In the event that such declaration is made, carriage of the baggage to be performed by JTA shall be subject to a charge at the rate of U.S.\$2.0 for each U.S.\$100 or any fraction thereof as excess value charges with respect to such excess value; provided that the a value of baggage to be declared by one passenger shall not exceed U.S.\$5,000. If the payment is made in Canada, the excess value charges shall be at the rate of Canada \$2.0 for each Canada \$100 or any fraction thereof and the value of Baggage to be declared by one Passenger shall not exceed Canada \$5,000.

(2) Unless otherwise provided in JTA's Regulations, a passenger may pay excess value charges at the place of departure for a travel to the destination.

**(F) Collection and Delivery of Baggage**

(1) A passenger shall claim and receive his/her baggage as soon as reasonably possible after it becomes receivable at the destination or stopover point.

(2) The bearer of the baggage check and the baggage identification tag(s) issued to a passenger when his/her baggage is checked shall be exclusively entitled to accept delivery of the baggage; provided that a passenger who fails to present a baggage identification tag(s) may accept delivery of the baggage if he/she presents to JTA the baggage check and if the baggage is identified by other means. JTA shall not be obligated to ascertain that the bearer of a baggage check and a baggage identification tag(s) is truly entitled to accept delivery of the baggage. JTA shall not be liable for any damage arising out of or in connection with its failure to so ascertain.

(3) If a person claiming baggage is unable to receive baggage pursuant to the preceding sub-paragraph (2), JTA will deliver the baggage to such person only if he/she establishes to JTA's satisfaction that he/she is duly entitled to receive the baggage and if such person shall, upon JTA's request, provide JTA with adequate security to indemnify JTA from any loss and damage incurred by JTA in connection with such delivery.

(4) JTA may, unless precluded by applicable laws and if time and other circumstances permit, deliver checked baggage to the bearer of a baggage check and a baggage

identification tag(s) at the place of departure or unscheduled stopping place if he/she requests such delivery. In delivering baggage at the place of departure or unscheduled stopping place, JTA will not refund any charges paid for such baggage.

(5) Acceptance of delivery of baggage by the bearer of a baggage check and a baggage identification tag(s) without his/her written complaint at the time of the delivery shall constitute prima facie evidence that the baggage has been delivered in good condition and in accordance with contract with passenger for carriage pursuant to the charter agreement.

**(G) Animals**

(1) Subject to JTA's Regulations and with JTA's prior consent, JTA will accept carriage of animals such as dogs, cats, household birds and other pets if a passenger puts those animals into a proper container and obtains valid health and vaccination certificates, entry permits and any other documents each required by any state or country to be flown into or over.

(2) An assistance or service dog accompanying a passenger with a disability to assist such passenger will be carried subject to JTA's Regulations.

(3) JTA will accept carriage of an animal subject to the condition that a passenger shall observe JTA's Regulations and shall be fully responsible for such animal. JTA shall not be liable for injury to, sickness or death of, such animal if and to the extent that such event resulted from the inherent nature of such animal.

## 20. GROUND TRANSFER SERVICES

Except as otherwise agreed by JTA before the commencement of carriage by charter flight, JTA will not arrange for, operate or provide ground transportation service for passengers and their baggage within airport areas, between airports or between an airport and downtown areas. Except ground transportation service is directly operated by JTA, any such service will be provided by an independent operator who is not and shall not be deemed an agent or servant of JTA. Even in case a representative, officer, employee or agent of JTA assists a passenger and/or charterer in making arrangements for such ground transportation service, JTA shall not be liable for the acts or omissions of such independent operator. In the event that JTA operates for a passenger and his/her baggage such ground transportation service, JTA's Regulations including, but not limited to, those stated or referred to in those regulations concerning tickets, baggage checks, value of baggage or otherwise shall be deemed applicable to such ground transportation service. No portion of charges shall be refundable even in case such ground transportation service is not used.

21. HOTEL ACCOMMODATION, ARRANGEMENTS MADE BY JTA AND INFLIGHT MEALS

**(A) Hotel Accommodation**

Upon a charterer's request, JTA may arrange for a hotel reservation on his/her behalf but will not assure the reservation. Any and all expenses incurred by JTA or its agent in arranging or attempting to arrange for such reservation shall be borne by the charterer.

**(B) Arrangements Made by JTA**

In making arrangements for hotel or other services incidental to carriage for a passenger, JTA shall not be liable for any loss, damage or costs or expenses incurred by the passenger or charterer as a result of or in connection with such hotel or other services and/or arrangement therefore. The charterer shall indemnify and hold JTA harmless from claims by passengers arising out of or in connection with such use or denial.

**(C) Inflight Meals**

Inflight meals will, if served, be free of charge, except as otherwise provided in JTA's Regulations.

## 22. ADMINISTRATIVE FORMALITIES

### (A) **Compliance with Applicable Laws**

A passenger shall comply with and observe, and a charterer shall ensure compliance by the passenger with all Applicable Laws of countries concerned such as countries to be flown from, into or over, JTA's Regulations and instructions to be given by JTA. JTA shall be liable neither for any aid, assistance, guidance or otherwise given by a representative, officer, employee or agent of JTA to the passenger or the charterer, whether given orally, in writing or otherwise, in connection with his/her obtaining exit, entry and other necessary documents or complying with or observing such applicable laws nor for the passenger's or the charterer's failure to obtain such documents or to comply with or observe such applicable laws as a result of such aid, assistance, guidance or otherwise.

### (B) **Passports and Visas**

(1) (a) A passenger shall present to JTA all exit, entry or other necessary documents required by applicable laws of country concerned such as countries to be flown from, into or over, and shall permit JTA, if JTA at its reasonable discretion deems it necessary, to make and retain copies thereof; provided that, even if a passenger presents exit, entry or other necessary documents to JTA and JTA carry the passenger, JTA shall not be deemed to guarantee that such documents comply with applicable laws.

(b) JTA reserves the right to refuse carriage of any passenger who does not comply in any respect with any of such applicable laws or whose exit, entry or other necessary documents are not complete in any respect.

(2) JTA shall not be responsible for any loss or damage incurred by a passenger, and the passenger shall indemnify JTA for any loss or damage incurred by JTA, in connection with the passenger's failure to comply with this Article.

(3) A passenger and a charterer shall jointly and severally pay the applicable fares, charges and expenses whenever JTA is required by any applicable laws to return the passenger to his/her place of departure or elsewhere because the passenger is not permitted to enter a country of transit or destination. JTA may apply to the payment of such fares, charges and expenses any fares and/or charges paid by the passenger or the charterer to JTA for unused portion of the ticket by charter flight or any funds of the passenger or the charterer in the possession of JTA. JTA will not refund the charter price and other charges and expenses collected for carriage by charter flight to the point of such refusal of entry or deportation.

**(C) Customs Inspection**

Whenever required, a passenger's baggage shall, whether checked or unchecked, be subject to any inspection to be conducted by customs or other government officials. JTA shall not be responsible in any respect to a passenger for his/her failure to comply with this paragraph. A passenger shall indemnify JTA for any loss or damage incurred by JTA in connection with the passenger's failure to comply with this paragraph.

**(D) Government Regulations**

JTA shall not be responsible to a passenger in any respect for its refusal of carriage of the passenger if JTA at its reasonable discretion determines, or any applicable laws require, such refusal.

## CHAPTER IV. CARGO

### 23. EXECUTION OF AIR WAYBILL

#### **(A) Preparation by Shipper**

(1) The shipper shall make out, or have made out on his behalf, an air waybill in the form, manner and number of copies prescribed by JTA, and shall deliver such air waybill to JTA simultaneously with the acceptance of the shipment by JTA for carriage by charter flight. The issuance by JTA of the air waybill shall constitute the conclusion of contract with shipper for carriage of cargo by charter flight pursuant to the charter agreement. No amount of rates or charges shall be entered in the air waybill; instead, the identification of the charter flight will be shown.

(2) JTA may require the shipper to make out, or have made out on his behalf, separate air waybill when all of the shipment cannot, without breach of applicable laws or JTA's Regulations, be carried on one air waybill.

#### **(B) Apparent Order and Condition of Cargo**

If the apparent order and conditions of the cargo and/or packing is not good the shipper shall insert in the air waybill what the apparent order and conditions is. However, if the shipper fails to do so, or if such statement is inaccurate, JTA may insert in the air waybill a statement of the apparent order and conditions or note a correction thereon.

#### **(C) Preparation, Completion or Correction by JTA**

JTA may at the respect of the shipper, expressed or implied, make out the air waybill, in which event, subject to proof to the contrary, JTA shall be deemed to have done so on behalf of the shipper. If the air waybill handed over with the cargo does not contain all the required particulars, or if it contains any error, JTA completes or corrects it to the best of JTA's ability without being under any obligation to do so.

#### **(D) Responsibility for Particulars and Statements**

The shipper is responsible to JTA and all other persons for the correctness and completeness of the particulars and statements which he inserts in the air waybill, or which JTA inserts on his behalf. The shipper shall be liable for all damages suffered by JTA or any other persons by reason of the irregularity, in correctness or incompleteness of said particulars or statements, whether the air waybill was made out by or on behalf of the shipper or by JTA (or completed by JTA) on behalf of the shipper pursuant to paragraph (C) above.

#### **(E) Alternation**

JTA will not accept an air waybill, if any part of it is mutilated or if it has been altered or erased by other than JTA.

## 24. PAYMENT OF CARGO CHARGES

### **(A) Payment of Full Charges**

Full applicable charter price as provided in Rule No.12 and other charges and expenses as provided in Rule No.13 made or incurred or to be incurred by JTA and any other sums payable to JTA, will be deemed fully earned, whether or not the cargo is lost or damaged, or fails to arrive at the destination specified on the air waybill or charter agreement. No claim for loss or damage to a shipment will be entertained until all charter price and other charges and expenses thereon have been paid, except that when no part of the consignment is delivered, a claim with respect to such consignment will be entertained even though transportation charges thereon are unpaid. The amount of claims may not be deducted from such charter price and other charges and expenses.

### **(B) Guarantee of Unpaid Charges**

The shipper guarantees payment of all costs, expenditures, fines, penalties, loss of time, damages and other sums which JTA may incur or suffer by reason of:

- (a) inclusion in the shipment of articles, the carriage of which is prohibited by Applicable Laws;
- (b) illegal, incorrect or insufficient marking, numbering, addressing or packing of packages or description of the cargo;
- (c) absence, delay or incorrectness of any export or import license or any required certificate or document;
- (d) improper customs valuation; or
- (e) incorrect statement of weight or volume.

By taking delivery or exercising any other right arising from the contract with shipper for carriage of cargo pursuant to the charter agreement, the consignee agrees to pay all such charges, and sums except prepaid charges; but this shall not discharge the shipper's guarantee to pay the same. JTA shall have a lien on the shipment for each of the foregoing, and in the event of non-payment thereof, shall have the right to dispose of the shipment at public or private sale (provided that prior to such sale, JTA shall have mailed notice thereof to the shipper or to the consignee at the address stated in the air waybill), and to pay itself out of the proceeds of such sale any and all such amounts. No such sale shall, however, discharge any liability to pay any deficiencies, for which the shipper and the consignee shall remain jointly and severally liable. No such lien or right of sale, and no right of JTA to collect any of the foregoing shall be in any way affected, lost or prejudiced by reason of the acknowledgement of payment, if not actually paid, or, so far as concerns the right of JTA to collect any of the foregoing,

by reason of the delivery of the cargo or the surrender of the possession thereof.

**(C) Basis of Charges**

- (1) The shipper or charterer on behalf of shipper must make a declaration of value for carriage on the air waybill of all shipment. Such declaration of value may be in any amount, provided that “NVD” (No Value Declared) may constitute such declaration.
- (1) (a) The valuation charge will be assessed in accordance with JTA’s Regulations for a shipment having a declared value for carriage in excess of a value as specified thereon.
- (b) The value of the shipment per kilogram or per pound for applying valuation charges will be determined by dividing the shipper’s declared value for carriage by the actual gross weight of the shipment.
- (2) If the declared value of cargo exceeds the declared value on which valuation charges for carriage have been previously computed. JTA shall be entitled to require payment of the valuation charges on such excess.

**(D) Charges for Disbursement**

When requested by the shipper, JTA will collect from the consignee an amount shown on the air waybill as disbursement such as charge for transportation, cartage, storage, loading or unloading not performed by JTA and government duty and customs fees. A service charge as provided in JTA’s Regulations will be assessed for collecting and remitting to the shipper the amount of the disbursement. Any amendment of disbursement amounts shall be made by the shipper in writing prior to delivery of the shipment to the consignee or his agent.

## 25. ACCEPTABILITY OF CARGO FOR CARRIAGE

### **(A) Valuation Limits**

(1) No shipment having a declared value for carriage in excess of U.S. \$100,000 (or its equivalent) will be accepted for carriage by charter flight unless advance arrangement therefor has been made.

(2) The limit of value of one shipment or group of shipments to be carried in any one charter aircraft, shall be U.S. \$2,000,000 (or its equivalent). If the declared value of a single shipment exceeds such limit, such single shipment may not be carried in the same chartered aircraft. JTA reserves the right to refuse to transport in any one chartered aircraft, shipments having declared values in the aggregate which violate or lead to the violation of the rule of this Article.

### **(B) Packing and Marking of Shipment**

(1) Shipper is responsible for ensuring that the cargo is packed in an appropriate way for air carriage so as to ensure that it can be carried safely with ordinary care in handling and so as not to injure or damage any persons, goods or property. Each package shall be legibly and durably marked with the name and full street address of the shipper and consignee.

(2) Packages containing valuables as defined in JTA's Regulations must be sealed in a method approved by JTA.

### **(C) Cargo Acceptable**

JTA undertakes to transport, subject to the availability of suitable equipments of the kind and type capable of handling the shipment, general merchandise, goods, wares and products of all kinds, unless otherwise excluded by JTA's Regulations, and provided that:

- (a) the transportation, or the exportation or importation thereof is not prohibited by applicable laws of any country to be flown from, to, through or over;
- (b) they are packed in a manner suitable for carriage by aircraft;
- (c) they are accompanied by the requisite shipping documents;
- (d) they are not likely to endanger aircraft, persons or property, or cause annoyance to passengers.

### **(D) Cargo Acceptable only under Prescribed Conditions**

(1) The following goods as defined by JTA will only be accepted for carriage by chartered aircraft subject to the conditions provided in applicable tariffs:

- (a) Firearms;
- (b) Human remains;
- (c) Live animals, including, but not limited to, livestock, birds, reptiles, fish,

shellfish, insects and pets;

(d) Perishables; or

(e) Dangerous goods including explosives, compressed gases, flammable liquids, flammable solids, oxidizing, substances, poisonous substances, radioactive materials, corrosives and other articles or substances which are capable of posing a significant risk to health, safety or property.

(2) Packages or pieces of unusual weight, shape or size will not be accepted for carriage by chartered aircraft unless advance arrangements therefor have been made. Shipments requiring special devices for safe handling will be accepted for carriage by chartered aircraft only when such special devices are provided and operated by and at the expense of the charterer, shipper or consignee.

(3) Shipment with a floor-bearing weight per unit square in excess of the floor load limitation specified by JTA must be furnished with a suitable skid or base, for use in available chartered aircraft, which will reduce the floor-bearing weight to such floor load limitation or less. The weight of such skid or base will be included in the weight of the shipment.

**(E) Responsibility for Non-Observance of Conditions related to Special Goods**

Responsibility for non-observance of the conditions relating to cargo which is not acceptable for carriage by chartered aircraft or is acceptable only under certain conditions, rests upon the charterer and the shipper and the owner of the cargo, who jointly and severally shall indemnify JTA for any loss, damage, delay, liability or penalties because of carriage of any such cargo by chartered aircraft.

**(F) Inspection of Shipment**

JTA reserves the right to examine the packaging and contents of all shipments and to enquire into the correctness or sufficiency of information of documents tendered in respect of any shipment but JTA shall be under no obligation to do so.

**(G) Unit Load Devices**

When shipper undertakes to load a Unit Load Devices (ULD) he must comply with JTA's loading instructions and shall be liable for and indemnify JTA against all consequences of any non-compliance with such instructions.

## 26. SHIPMENTS IN TRANSIT

### **(A) Compliance with Applicable laws**

(1) The shipper shall comply with, and the charterer shall ensure compliance by shipper, applicable laws of any country to or from ,which the cargo is to 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. Furthermore, when the shipper is notified in advance by JTA in respect to any country through or over which the cargo is planned to be carried, or any country through or over which the cargo may be carried due to rerouting, the shipper shall comply with all applicable laws or ordinances, and other government regulations of these countries and shall furnish such information and attach such documents to the air waybill as may be necessary to comply with such laws and regulations. The shipper shall be liable for and indemnify JTA from any damage occasioned by the failure of the shipper to comply with this provision. JTA will not be obligated to inquire into the correctness or sufficiency of such information or documents. JTA will not be liable to shipper, consignee or any other person for loss or expense due to shipper's failure to comply with this provision.

(2) JTA shall not be liable for refusing to carry any shipment if JTA reasonably determines in good faith that such refusal is required by applicable laws.

### **(B) Disbursements and Customs Formalities**

JTA will, but shall be under no obligation to, advance any duties, taxes or charges and to make any disbursements with respect to the cargo, and the charterer, the shipper, owner and consignee shall be jointly and severally liable for the reimbursement thereof. JTA shall not be under obligation to incur any expense or to make any advance in connection with the forwarding or reforwarding of the cargo except against prepayment by the charterer or the shipper. If it is necessary to make customs entry of the cargo at any place, the cargo shall be considered 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 JTA or to such customs consignee, if any, as JTA may designate. For any such purpose a copy of the air waybill, certified by JTA, shall be considered an original.

### **(C) Certain Rights of JTA over Shipment in Transit**

If in the opinion of JTA it is necessary to hold the shipment at any place during, before or after transit for any purpose, JTA may, upon giving notice to the shipper or consignee at the address stated in the air waybill, store the shipment for the account of, and at the risk and expense of the shipper, owner and consignee of the shipment or

any one of them in any warehouse or other available place, or with the customs authorities; or JTA may deliver the shipment to another transportation service for onward carriage to the consignee. The shipper, owner or consignee of the shipment shall be jointly and severally liable for and indemnify JTA against any expense or risk so incurred.

**(D) Delays and Cancellation of Flight**

In the event the carriage of any shipment by charter flight is so cancelled, postponed, advanced or terminated pursuant to the provision of Rule No.5 (B), JTA shall not be under any liability to shipper, consignee and any other persons with respect thereto. In the event carriage by charter flight, of the shipment or any part thereof is so terminated, JTA may place such shipment in storage at shipper's expense, or may, at the expense of shipper or consignee, forward the shipment for carriage by any other route or forward the shipment as agent for the shipper or the consignee, for onward carriage by any other transportation service on behalf of the shipper or the consignee. In the event the carriage by charter flight, of the shipment or any part thereof is so terminated, delivery thereof by JTA to any transfer agent for transfer or delivery or the placing of such shipment in storage shall be deemed complete delivery under the air waybill, and JTA shall be without any further liability with respect thereto, except to give notice of the disposition of the shipment to the shipper or the consignee, at the address stated in the air waybill.

**(E) Priority of Carriage as between Shipments**

Subject to applicable laws, JTA may determine, on a reasonable and not unjustly discriminatory basis, the priority of carriage as between shipments and decide which articles shall be carried and which articles shall not be carried or shall be removed at any time or place whatsoever and proceed with any charter flight without all or any part of the goods in one shipment.

## 27. SHIPPER'S RIGHT OF DISPOSITION OF SHIPMENT

### (A) **Exercise of Right of Disposition**

Every exercise of the right of disposition of the shipment must be made by the shipper and must be applicable to the whole shipment under a single air waybill. The right of disposition over the cargo may only be exercised if the shipper produces the part of the air waybill which was delivered to him. Instructions as to disposition must be given to JTA in writing in the form prescribed by JTA. In the event that the exercise of the right of disposition results in a change in consignee, such new consignee shall be the consignee as though same had appeared on the air waybill.

### (B) **Shipper's Option**

Subject to shipper's liability to carry out all his obligations under these Conditions of Carriage and provided that this right of disposition is not exercised in such a way as to prejudice JTA or other shipper, the shipper may dispose of the cargo either:

- (a) by withdrawing it at the airport of departure or of destination;
- (b) by stopping it in the course of the journey on any landing;
- (c) by calling for it 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 it to be returned to the airport of departure.

### (C) **Payment of Expenses**

The shipper shall be liable for and shall indemnify JTA for all loss or damage suffered or incurred by JTA as a result of the exercise of his right of disposition. The shipper shall reimburse JTA for any expenses occasioned by the exercise of his right of disposition.

### (D) **JTA's Inability to Comply**

Notwithstanding the provision of paragraph (A) above, JTA reserves the right to refuse such execution of shipper's right of disposition, if in the opinion of JTA it is not practicable to carry out such instruction of the shipper. In such event JTA shall so inform him promptly. The cost of so doing attaches to the cargo.

### (E) **Extent of Shipper's Right**

The shipper's right of disposition shall cease at the moment when, after arrival of the cargo at the destination, the consignee takes possession or requests delivery of the cargo or air waybill, or otherwise shows his acceptance of the cargo. Nevertheless, if the consignee declines to accept the air waybill or the cargo, or if he cannot be communicated with, such right of disposition shall continue to vest in the shipper.

## 28. DELIVERY

### **(A) Delivery to Consignee**

(1) Except as otherwise specifically provided in the air waybill, delivery of the shipment will be made only to the consignee named on the face of the air waybill. Delivery to the consignee shall be considered to have been effected when the shipment has been delivered to customs or other government authorities as required by applicable laws, and when JTA has delivered to the consignee any authorization required to enable the consignee to obtain release of the shipment and has forwarded the notice of arrival referred to in paragraph (B) below.

(2) Delivery of the shipment shall be made by JTA only upon written receipt of the consignee and upon compliance with all other applicable terms and conditions of the air waybill and of these Conditions of Carriage.

### **(B) Notice of Arrival**

Unless the shipment is to be reforwarded in accordance with Rule No.30, notice of arrival of the shipment will, in the absence of other instructions, be sent to the consignee, or any other person whom JTA has agreed to notify as evidenced in the air waybill, by ordinary methods; JTA is not liable for non-receipt or delay in receipt of such notice.

### **(C) Failure of Consignee to Take Delivery**

(1) Subject to the provisions of paragraph (E) below, if the consignee refuses or fails to take delivery of the shipment after its arrival at the place of delivery, JTA will endeavor to comply with any instructions of the shipper set forth on the face of the air waybill. If such instructions are not so set forth or cannot reasonably be complied with, JTA shall notify the shipper of the consignee's failure to take delivery and request his instructions. If no such instructions are received within 30 days, JTA may sell the shipment in one or more lots at public or private sale, or destroy or abandon such shipment.

(2) The shipper and owner are liable for all charges and expenses resulting from or in connection with such failure to take delivery of the shipment, including, but not limited to, transportation charges incurred in returning the shipment if so required by the shipper's instruction. If the shipment is returned to the airport of departure and the shipper or owner refuses to make such payments or neglects to make such payments within 15 days after such return, JTA may dispose of the shipment or any part thereof at public or private sale after giving the shipper at the address stated on the air waybill 10 days' notice of its intention to do so.

(3) In the event of the sale of the shipment as provided for in subparagraph (1) and (2)

above, either at the place of destination or at the place to which the shipment has been returned, JTA is authorized to pay to itself and other transportation services out of the proceeds of such sale all charges, advances and expenses of JTA and other transportation services plus costs of sale, holding any surplus subject to the order of the shipper. The sale of any such shipment shall, however, not discharge the shipper and/or owner of any liability to pay any deficiencies due to JTA.

**(D) Place of Delivery**

The consignee must accept delivery of and collect the shipment at the airport of destination unless otherwise designated by JTA or provided in JTA's Regulations.

**(E) Disposal of Perishables**

When a shipment containing perishable articles is delayed in the possession of JTA, is unclaimed or refused at place of delivery, or for other reasons is threatened with deterioration, JTA will immediately take such steps necessary for the protection of itself and other parties in interest, including, but not limited to, the destruction or abandonment of all or any part of the shipment, the sending of communications for instructions at the risk and cost of the shipper, the storage of the shipment or any part thereof at the risk and cost of the shipper, or the disposition of the shipment or any part thereof at public or private sale without notice. The sale of any such shipment shall, however, not discharge the shipper of any liability to pay any charges and expenses due to JTA.

## 29. CARGO ATTENDANTS

Subject to advance arrangement, JTA will transport cargo attendants on all cargo chartered aircraft without additional charge, for the purpose of accompanying shipments when necessary for the protection of the shipment, other property, the chartered aircraft or its crew. Except as otherwise provided by JTA, the carriage of such cargo attendants is subject to the provisions for carriage of passengers by charter flight, as described in these Conditions of Carriage.

### 30. FORWARDING AND REFORWARDING

The cargo (or packages said to contain the cargo) described on the face of the air waybill, is accepted for carriage by chartered aircraft from their receipt at JTA's cargo terminal or airport office at the place of departure to the airport at the place of destination. If so specifically agreed in the charter agreement or air waybill, the cargo (or packages said to contain the cargo) described on the face of the air waybill, is also accepted for forwarding to the airport of departure and for reforwarding beyond the airport of destination. If such forwarding or reforwarding is by carriage operated by JTA, such carriage shall be upon the same terms as to liability as set forth in Rule No.32 and Rule No. 34. In any other event, in forwarding or reforwarding the cargo, JTA shall do so only as agent of the charterer, shipper, owner, or consignee, as the case may be, and shall not be liable for any damage arising out of such additional carriage, unless proved to have been caused by its own negligence or wilful fault. The charterer, shipper, owner and consignee will authorize JTA to do all things deemed advisable to effect such forwarding or reforwarding, including, but without limitation, selection of the means of forwarding or reforwarding and the routes thereof (unless these have been specified by the shipper in the air waybill or by the charterer in the charter agreement), execution and acceptance of documents of carriage (which may include provision exempting from or limiting liability) and consigning of cargo with no declaration of value notwithstanding any declaration of value in the air waybill or the charter agreement.

### 31. TERMINAL SERVICE CHARGES

Terminal service charges as described in JTA's Regulations will be assessed to the charterer or the shipper or consignee named in the air waybill, as applicable, and will apply whenever such services are performed by JTA.

## CHAPTER V. LIABILITY

### 32. APPLICABLE LAWS

#### **(A) Convention**

Carriage performed by JTA shall be subject to the rules and limitations relating to liability established by the Convention as applicable to the carriage unless such carriage is international carriage to which the Convention does not apply.

#### **(B) Applicable Laws**

To the extent not in conflict with the provisions of the preceding sub-paragraph (1), any carriage by charter flight and other services incidental thereto to be performed or provided by JTA shall be subject to:

- (a) Applicable Laws; and
- (b) These Conditions of Carriage and JTA's Regulations, which may be inspected at any of JTA's business offices and its offices in any airport from which it operates regular services.

#### **(C) Agreed Stopping Place**

For the purpose of application of the Convention, the agreed stopping places (which may be altered by the carrier in case of necessity) shall be those places as defined in Article 1.

### 33. LIMITATION OF LIABILITY ON PASSENGERS AND BAGGAGE

Except as otherwise provided by the Convention or applicable laws, JTA's liability for death of, or wounding or other bodily injury to, a passenger, delay in arrival of a passenger and/or his/her baggage, or any loss of or damage to any baggage of a passenger (hereinafter collectively referred to as "damage") arising out of or in connection with carriage by charter flight for passenger and baggage or other services incidental thereto performed or provided by JTA shall be as described hereinafter. If there has been contributory negligence on the part of the passenger, JTA's liability shall be subject to the applicable law relating to contributory negligence.

(1) JTA shall not be liable for any damage in respect of unchecked baggage not attributable to negligence of JTA. Assistance rendered to a passenger by a representative, officer, employee or agent of JTA in loading, unloading or transshipping unchecked baggage shall be considered as gratuitous service to the passenger.

(2) JTA shall not be liable for any damage of a passenger and baggage directly or indirectly arising out of its compliance with any applicable laws, failure of a passenger to comply with the same or any cause beyond JTA's control.

(3) Where the Convention other than the Montreal Convention applies:

(a) JTA agrees in accordance with Article 22 (1) of the Convention that, as to all international carriage performed by JTA and as defined in the Convention:

(i) JTA shall not apply the applicable limit of liability based on Article 22 (1) of the Convention in defense of any claim arising out of death of or, wounding or other bodily injury to, a passenger within the meaning of Article 17 of the Convention. Except as provided in (ii) below, JTA will not waive any defense to such claim which is available under Article 20 (1) of the Convention or any other applicable laws.

(ii) JTA will not, with respect to any claim arising out of death of, or wounding or other bodily injury to, a passenger within the meaning of Article 17 of the Convention, avail itself of any defense under Article 20 (1) of the Convention up to the sum of 128,821 SDR exclusive of the costs of the claim including attorney's fees which the court finds reasonable.

(b) Nothing herein shall be deemed to affect the right of JTA with regard to any claim brought by, on behalf of, or in respect of any person who has wilfully caused damage which resulted in death of, or wounding or other bodily injury to, a passenger.

- (4) (a) In the case of carriage subject to the Montreal Convention, JTA's liability for baggage shall be limited to 1,288 SDR for each passenger.
- (b) Except as provided in the provisions of (a) above, JTA's liability shall be limited to 17 SDR (250 French Gold Francs) per kilogram in the case of checked baggage and 332 SDR (5,000 French Gold Francs) for each passenger in the case of unchecked baggage.
- (c) The limitation referred in (a) and (b) above does not apply if the passenger shall have declared a higher value in advance and paid additional charges pursuant to paragraph (E) of Article 19. In that event, JTA's liability shall be limited to such higher declared value. In no case shall JTA's liability exceed the actual amount of damage suffered by the passenger. All claims shall be subject to proof by the passenger of the amount of damage.
- (5) In case the sub-paragraph (4) (b) applies, in the event of delivery to a passenger of a part but not all of his/her checked baggage or in the event of damage with respect to a part but not all of such baggage, JTA's liability with respect to the undelivered or the damage portion shall be reduced proportionately on the basis of the weight of the Baggage, notwithstanding the value of any part of the baggage or the contents thereof.
- (6) JTA shall not be liable for any damage with respect to a passenger's baggage caused by the contents thereof. A passenger whose property causes damage to another passenger's baggage or the property of JTA shall indemnify JTA for all loss and expenses incurred by JTA as a result thereof.
- (7) JTA shall not be liable for any damage to items which are included in a Passenger's Checked Baggage, if and to the extent that the damage resulted from the inherent defect, quality or vice of the item, irrespective of JTA's knowledge thereof.
- (8) JTA may refuse to accept any article which shall not constitute baggage under these Conditions of Carriage; provided that, if the article is delivered to and received by JTA, it shall be subject to the baggage valuation and limitation of liability set forth in these Conditions of Carriage and shall be subject to the rates and charges published by JTA.
- (9) JTA shall not be liable in any event for any consequential or special damage or punitive damages arising from carriage by charter flight for passengers and baggage complying with these Conditions of Carriage and JTA's Regulations, whether or not JTA had knowledge that such damage might arise.
- (10) Unless otherwise provided in these Conditions of Carriage, JTA reserves any and all right of defense available under the Convention. JTA also reserves a right to make a subrogation claim against a third party which shall have contributed to damage,

with respect to a portion or all of any payment made by JTA in connection with the damage.

### 34. LIMITATION OF LIABILITY ON CARGO

#### **(A) Declaration of Value**

The shipper acknowledges that he has been given an opportunity to make a special declaration of the value of the cargo at delivery and that the sum entered on the face of the air waybill as “shipper’s declared value for carriage” or specified in their charter agreement as “declared value for carriage”, if in excess of 22 SDR per kilogram (250 French Gold Francs), constitutes such declaration of value.

#### **(B) Limitation of Liability**

JTA’s liability for cargo is as described in the following provisions, unless the Convention or applicable laws may otherwise provide and, under such Convention or applicable laws, any of those provisions shall be null and void for the reason that they relieve the carrier of liability or fix a lower limit than that which is laid down in such Convention or applicable law.

#### **(Responsibility to Prove)**

(1) Except as provided in the provisions of sub-paragraph (2) and (3) below, JTA is liable to the shipper, consignee or any other person for damage sustained in the event of the destruction or loss of, damage to or delay in arrival of any cargo, arising out of or in connection with the carriage of the cargo by charter flight or other service performed by JTA, upon condition that the occurrence which caused the damage so sustained took place during the carriage by charter flight; provided, however, that JTA is not so liable if JTA proves that any of the following provision of (a), (b) and (c) is applicable or that such damage has not at all been caused by negligence or willful fault of JTA.

- (a) JTA is not liable for any destruction or loss of, damage to or delay in arrival of cargo directly or indirectly arising out of JTA’s compliance with any applicable laws, or failure of the shipper, consignee or any other person to comply with the same, or cause beyond JTA’s control.
- (b) JTA is not liable if the destruction or loss of, or damage to cargo is proved to have resulted solely from the inherent defect, quality, nature or vice of that cargo (which also means that JTA is not liable under any circumstances for damage to or destruction of a shipment caused solely by, or as a result of property contained therein). JTA will accept carriage of any shipments, the contents of which are liable to deteriorate or perish due to change in climate, temperature or altitude or other ordinary exposure, or because of length of time in transit, without any responsibility on the part of JTA for loss or damage caused by such deterioration or perishability.
- (c) JTA will accept carriage of an animal subject to the condition that a shipper or

consignee shall observe JTA's Regulations and shall be fully responsible for such animal. JTA shall not be liable for injury to, or loss, delay in arrival, sickness or death of, such animal caused by any reason whatsoever.

(2) In the case of the carriage subject to "Warsaw Convention as amended at Montreal", JTA is liable to the shipper, consignee or any other person for damage sustained in the event of the destruction or loss of, or damage to, cargo, (which means that the damage in connection with delay in arrival of cargo is excluded,) arising out of or in connection with the carriage of the cargo by charter flight or other service performed by JTA incidental thereto, upon condition only that the occurrence which caused the damage so sustained took place during the carriage by charter flight; provided, however, that JTA is not so liable if JTA proves that the destruction or loss of, or damage to, the cargo resulted solely from one or more of the following:

- (a) inherent defect, quality or vice of that cargo;
- (b) defective packing of that cargo performed by a person other than JTA or JTA's servants or agents;
- (c) an act of war or an armed conflict;
- (d) an act of public authority carried out in connection with the entry, exit or transit of the cargo.

(3) In the case of the carriage subject to "Montreal Convention", JTA shall be liable to the shipper, consignee or any other person for damage sustained in the event of the destruction or loss of, or damage to, cargo, (which means that the damage in connection with delay in arrival of cargo is excluded,) arising out of or in connection with the carriage of the cargo by charter flight or other service performed by JTA incidental thereto, upon condition only that the occurrence which caused the damage so sustained took place during the carriage by charter flight; provided, however, that JTA is not so liable if and to the extent JTA proves that the destruction or loss of, or damage to, the cargo resulted from one or more of the above (2) (a) to (d).

**(Limitation of Liability in Value)**

(4) (a) JTA will calculate the charges for carriage of cargo by charter flight based upon the value declared by the shipper or the charterer on behalf of the shipper, and, any liability of JTA shall in no event exceed the shipper's or charterer's declared value for carriage stated on the face of the air waybill or the charter agreement, and, in the absence of such declaration by the shipper or the charterer, the liability limitation of JTA shall not exceed nor be less than the sum of 22 SDR per kilogram of the cargo destroyed, lost, damaged or delayed.

However in the case of the carriage subject to "Warsaw Convention" or

“Warsaw Convention as amended at The Hague”, such limit of liability specified above shall not apply if it is proved that such damage resulted from an act or omission of JTA, JTA’s servants or agents (who were proved to be acting within the scope of JTA's employment), done with intent to cause damage or recklessly and with knowledge that damage would probably result.

(b) All claims shall be subject to proof of actual value of damage.

**(Other Limitation of Liability)**

(5) In the event of delivery to the consignee, or any other person entitled to delivery, of part but not all of the shipment, or in the event of destruction or loss of, damage to or delay in arrival of part but not all of the shipment, the weight to be taken into consideration in determining the amount to which the carrier’s liability is limited shall be only the total weight of the package or packages concerned. Nevertheless, when the destruction, loss, damage or delay of a part of the cargo, or of an object contained therein, affects the value of other packages covered by the same air waybill, the total weight of such packages shall also be taken into consideration in determining the limit of liability.

(6) The shipper and consignee, whose property shall cause damage to or destruction of another shipment or of the property of JTA, shall indemnify JTA for all losses and expenses incurred by JTA as a result thereof. Cargo which is likely to endanger chartered aircraft, persons or property may be abandoned or destroyed by JTA at any time without any notice and without any liability therefore attaching to JTA, only if such danger have resulted solely from the property contained in the consignee’s cargo.

(7) JTA shall not be liable in any event for any consequential or special damage or punitive damages arising from carriage of cargo by charter flight complying with these Conditions of Carriage and JTA’s Regulations, whether or not JTA had knowledge that such damage might arise.

(8) If the damage was caused or contributed to by the negligence or other wrongful act or omission of the person claiming compensation, or the person from whom he derives his rights, JTA shall be wholly or partly exonerated from liability to the claimant to the extent that such negligence or wrongful act or omission caused or contributed to the damage.

### 35. APPLICATION TO AGENT

Except as the Convention or applicable laws may otherwise provide, any exclusion or limitation of liability of JTA under these Conditions of Carriage and JTA's Regulations shall also apply to any of JTA's representatives, officers, employees or agents performing their respective duties and to any person or entity whose aircraft is used by JTA for carriage and any of its representatives, officers, employees or agents performing their respective duties. The aggregate amount of the damages payable by JTA or its representatives, officers, employees or agents shall not exceed the amount of JTA's limitation of liability under these Conditions of Carriage.

### 36. TIME LIMITATION ON CLAIMS AND ACTIONS

#### **(A) Time Limitation on Claims and Actions for Passengers**

(1) No claim for damage may be made in the case of damage to baggage, unless the person entitled to delivery complains to an office of JTA forthwith after the discovery thereof and no later than 7 days from the date of receipt; and, in the case of delay or loss, unless the complaint is made no later than 21 days from the date on which the baggage has been (in the case of delay) or should have been (in the case of loss) placed at his/her disposal. Every complaint must be in writing and dispatched within the time aforesaid. In case carriage is not "international carriage" as defined in the Convention, failure to give such notice of complaint shall not prevent a claimant's filing a suit if the claimant proves that:

- (a) it was not reasonably possible for him/her to give such notice;
- (b) such notice was not given due to fraud on the part of JTA; or
- (c) JTA had knowledge of the damage to the passenger's baggage.

(2) Any right to damages of a passenger and baggage against JTA shall be extinguished unless an action is brought within 2 years reckoned from the date of arrival at the destination, from the date on which the chartered aircraft ought to have arrived, or from the date on which the carriage by charter flight stopped.

#### **(B) Time Limitation on Claims and Actions for Cargo**

(1) (a) Receipt by the person entitled to delivery of the cargo without complaint shall be prima facie evidence that the same has been delivered in good condition and in accordance with the contract of carriage.

- (b) No action shall be maintained in the case of destruction of or damage to the cargo unless a written notice, sufficiently describing the cargo concerned, the approximate date of the destruction or damage and the details of the claim, is presented to an office of JTA within 14 days from the date of receipt thereof, in the case of delay unless presented within 21 days from the date the cargo is placed at the disposal of the person entitled to delivery of the shipment, and in the case of loss (including non delivery) unless presented within 120 days from the date of issuance of the air waybill.

- (c) All claims other than provided in (b) above except any claims relating to personal injury or death, must be made in writing within 270 days from the date of issuance of the air waybill.

(2) Any right to damages of cargo against JTA shall be extinguished unless an action is brought within 2 years after the occurrence of the events giving rise to the claim.

### 37. OVERRIDING LAW

Any provision contained or referred to in a ticket or an air waybill or in a charter agreement or in these Conditions of Carriage or JTA's Regulations shall, even if it is in violation of applicable laws and is invalid, remain valid to the extent not in conflict with applicable laws. The invalidity of any provision shall not affect any other provision.

### 38. MODIFICATION AND WAIVER

No representative, officer, employee or agent of JTA shall have authority to alter, modify or waive any provision of the contract with a passenger and a shipper for carriage of a passenger, baggage and/or cargo or of these Conditions of Carriage or JTA's Regulations.