

## GENERAL CONDITIONS OF CARRIAGE OF GOODS

The transport contract for freight is regulated by the laws in force in New Caledonia and by the general conditions of transport hereafter, which the consignor accepts by signing the LTA (airway bill). The transport contract is applicable from the moment Air Caledonie accepts the freight until said freight arrives at the airport of its final destination

**Fares:** The applicable Fares are those published by the Carrier, or calculated in accordance with the Fare rules in force, for the route shown on the LTA, from the point of departure to the point of arrival. Fares are applicable per kilogram with a minimum rate according to the type of freight. A reduction of 5% is applied to Dry freight fare for shipments over 45 kilograms. A "continuité territoriale" fare is only applicable to permanent residents of the islands (to the explicit exclusion of businesses and licensed traders): 15 F CFP/kg for freight departing from the islands and the North.

**Preparation and Packaging:** Freight must be prepared and packed so that it is protected from air transport risks, particularly in the case of fragile shipments. Packaging must be adapted to transport and be able to withstand handling operations. Freight description and the recipient's personal contact details must be clearly labeled on the shipment.

**Temperature-controlled freight:** These goods must be packed in an airtight icebox with handles which enable the goods to be kept at the correct temperature during the trip. The loader remains the sole person in charge of ensuring and monitoring that health and hygiene rules have been respected. Despite the fact that there are positive cold rooms on the Loyalty Islands and the Isle of Pines, Air Caledonie does not ensure the maintenance of the cold chain. Frozen or perishable goods shall travel at the customer's own risk.

**Dangerous goods:** Dangerous goods are substances or objects that pose a significant risk to safety, property or the environment when transported by air. All dangerous goods must be declared. This applies mostly to explosives (gun cartridges, fireworks, etc.), flammable liquids (varnishes, paints, fuel, etc.), toxic products (insecticides, poisons, etc.), corrosive products (car batteries, acid, etc.), inflammable solids (matches, lighters, etc.).

**Prohibited goods:** The following goods are prohibited from transport by the Company: flammable gases (butane, propane), toxic gases, substances liable to spontaneous combustion, substances which emit flammable gases when in contact with water, infectious substances with the exception of UN 3373 Biological substance category B and radioactive substances, cash, checkbook, identity papers, documents such as driving license are not accepted. If the envelope is lost, no complaint will be received by Air Calédonie.

**Weight and height restrictions:** Maximum dimensions in the hold for parcels: 0.60m x 1.80 m x 1.20 m with a maximum weight of 30kg.

**Check in:** All shipments will be loaded on the first available flight where there is available space and volume, within the limits of operational and commercial constraints and according to the order of priority.

The customer must deliver the goods at least one hour before take-off. Air Caledonie will not provide the customer with a delivery deadline.

**Order of priority:** Goods such as medical products for chemists or clinics and priority freight fare goods take priority over other goods for which the FIFO (first in, first out) rule applies.

**Declaration:** The type of goods must be declared at check-in. In the event of a false declaration or the incidental discovery of dangerous or prohibited goods, the customer runs the risk of criminal prosecution. The goods will be immediately confiscated and a report will be sent to the Civil Aviation Directorate.

**Liability:** Air Caledonie is not liable for the damage of or loss of goods for reasons that are imputable to Air Caledonie or in the case of a force majeure, faulty goods, a loader or customer packing error, packing or labeling and fire.

**Damage refund and carrier liability notice:** Under the provisions of the Code of Civil Aviation, air transporters' liability is regulated by the Warsaw Convention (12 October 1929) and the Montreal Convention for the Unification of Certain Rules. This is an international treaty, signed in Warsaw on 12 October 1929 and amended by the Montreal Convention in 1999, which establishes air transporters' liability as regards to certain specific damages. For goods (including non-accompanied baggage) since 30 December 2009, the liability ceiling is 19 SDR (Special Drawing Rights) which is the equivalent of €23.95 per kilo transported on national and international flights.

**Insurance:** Customers wishing to insure special risks (frailty, theft, etc.) or values higher than the Carrier's limitation of liability are required to take out additional insurance with their own insurer.

**Deposit of merchandise:** All packages must be presented open to the freight service so that a representative agent of the company can check their contents.

**ID check:** For all deposits or delivery of merchandise to the freight, proof of identity will be required.

**Arrival of a parcel at destination:** An SMS will be sent to the sender and the recipient in order to inform them of the arrival of the parcel to destination.

**Parcel delivery:** At the time of receipt of a parcel to the freight, the customer must ensure the conformity of his goods. If the parcel arrives damaged, the customer must then refuse the delivery and declare it immediately to a representative agent of the company. Failure to comply with this obligation, no claim will be accepted later.

**Live animals:** Only dogs and domestic cats are accepted in IATA approved transport cages. From Magenta a deworming certificate is required. For Isle of Pines, a copy of the agreement of the customary authorities must be provided. The Priority Freight tariff is applicable, plus the cost of setting up the 2000 F CFP file.