



INTERNATIONAL AIR TRANSPORT ASSOCIATION

**FINALLY ADOPTED RESOLUTIONS
(EXPEDITED FILING)**

**CARGO SERVICES CONFERENCE
(CSC/29)**

**Mexico City, Mexico
07 March 2007**



MEMORANDUM
CSC/29/Meet/017/07

TO: All Members of IATA
Cargo Services Conference Accredited Representatives

CC: IATA Regional Directors/CASS Managers/Accreditation Managers
Members, Cargo Procedures Conference Management Group
IATA/FIATA Consultative Council
Members, IATA Strategic Partners – Cargo Services

FROM: Director, Cargo Safety & Standards

DATE: 25 May 2007

SUBJECT: **FINALLY ADOPTED RESOLUTIONS –**
29th Cargo Services Conference (CSC/29) – 07 March 2007
Mexico City, Mexico

EXPEDITED RESOLUTION 600b

Please find attached the amendments to Resolution 600b, as finally adopted at CSC/29 for expedited effectiveness.

The filing period runs from **25 May 2007 to 25 July 2007**, with an intended effective date of **1 December 2007**. The final effectiveness date will be communicated to Members by a Declaration of Effectiveness Memorandum as soon as all required government approvals have been obtained.

Members are requested to file the Resolution with their Government authorities where required, and to advise this office of their Government's action **by 25 July 2007**, the end of the filing period. As usual, filing formalities with the U.S. Department of Transportation will be handled by the IATA Washington office on behalf of U.S. Members. The Montreal office will handle filing formalities with the Canadian Transportation Agency, on behalf of Canadian Members.

Please note that the Resolution will be declared effective upon receipt of the required Government Approvals, in accordance with Resolutions 001 and 006.

Best regards,

Serge Larue
Interim Director, Cargo Safety and Standards

Attachments.

FINALLY ADOPTED RESOLUTIONS SUMMARY

29th Cargo Services Conference (CSC/29)

The following resolution emanating from CSC/29 is requested for approval. The intended effective date is **01 December 2007**.

EXPEDITED RESOLUTION		
Intended Effective Date: 01 December 2007		
Resolution	Summary of Resolution	Summary of Amendment
<p>RESOLUTION 600b Air Waybill – Conditions Of Contract</p>	<p>Provides the governing rules on the Conditions of Contract and Notices included on the air waybill</p>	<ul style="list-style-type: none"> • Amendments to the Notice on the reverse side of the Air Waybill to state that Carrier will convert 250 French gold francs as the exact equivalent of 17 SDRs unless a greater amount is specified in the Carrier's conditions of carriage. • Amendments to paragraph 4 to establish 17 SDRs as the minimum liability for carriage to and from the United States when no treaty applies. • Removal of the words "or partial loss of" from paragraph 10.1.1. • Removal of the words "through or over" from paragraph 11. • Removal of the Notice at the end of the Resolution. • Other minor editorial changes.

**RESOLUTION 600b
AIR WAYBILL – CONDITIONS OF CONTRACT
(Amending)**

CSC(29) 600b

Expiry: Indefinite
Type: B

RESOLVED that:

The following Conditions of Contract and Notices be included on an Air Waybill.

I. NOTICE APPEARING ON THE FACE OF THE AIR WAYBILL

It is agreed that the goods described herein are accepted for carriage in apparent good order and condition (except as noted) and SUBJECT TO THE CONDITIONS OF CONTRACT ON THE REVERSE HEREOF. ALL GOODS MAY BE CARRIED BY ANY OTHER MEANS INCLUDING ROAD OR ANY OTHER CARRIER UNLESS SPECIFIC CONTRARY INSTRUCTIONS ARE GIVEN HEREON BY THE SHIPPER, AND SHIPPER AGREES THAT THE SHIPMENT MAY BE CARRIED VIA INTERMEDIATE STOPPING PLACES WHICH THE CARRIER DEEMS APPROPRIATE. THE SHIPPER'S ATTENTION IS DRAWN TO THE NOTICE CONCERNING CARRIER'S LIMITATION OF LIABILITY. Shipper may increase such limitation of liability by declaring a higher value for carriage and paying supplemental charge if required.

II. CONDITIONS OF CONTRACT ON REVERSE SIDE OF THE AIR WAYBILL

NOTICE CONCERNING CARRIERS' LIMITATION OF LIABILITY

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

* This Resolution is in the hands of all IATA Cargo Agents.

CONDITIONS OF CONTRACT

1. In this contract and the Notices appearing hereon:

CARRIER includes the air carrier issuing this air waybill and all carriers that carry or undertake to carry the cargo or perform any other services related to such carriage.

SPECIAL DRAWING RIGHT (SDR) is a Special Drawing Right as defined by the International Monetary Fund.

WARSAW CONVENTION means whichever of the following instruments is applicable to the contract of carriage:

the Convention for the Unification of Certain Rules Relating to International Carriage by Air, signed at Warsaw, 12 October 1929;

that Convention as amended at The Hague on 28 September 1955;

that Convention as amended at The Hague 1955 and by Montreal Protocol No. 1, 2, or 4 (1975) as the case may be.

MONTREAL CONVENTION means the Convention for the Unification of Certain Rules for International Carriage by Air, done at Montreal on 28 May 1999.

2./2.1 Carriage is subject to the rules relating to liability established by the Warsaw Convention or the Montreal Convention unless such carriage is not “international carriage” as defined by the applicable Conventions.

2.2 To the extent not in conflict with the foregoing, carriage and other related services performed by each eCarrier are subject to:

2.2.1 applicable laws and government regulations;

2.2.2 provisions contained in the air waybill, Carrier's conditions of carriage and related rules, regulations, and timetables (but not the times of departure and arrival stated therein) and applicable tariffs of such eCarrier, which are made part hereof, and which may be inspected at any airports or other cargo sales offices from which it operates regular services. When carriage is to/from the USA, the shipper and the consignee are entitled, upon request, to receive a free copy of the Carrier's conditions of carriage. The Carrier's conditions of carriage include, but are not limited to:

2.2.2.1 limits on the eCarrier's liability for loss, damage or delay of goods, including fragile or perishable goods;

2.2.2.2 claims restrictions, including time periods within which shippers or consignees must file a claim or bring an action against the eCarrier for its acts or omissions, or those of its agents;

2.2.2.3 rights, if any, of the eCarrier to change the terms of the contract;

2.2.2.4 rules about Carrier's right to refuse to carry;

2.2.2.5 rights of the Carrier and limitations concerning delay or failure to perform service, including schedule changes, substitution of alternate eCarrier or aircraft and rerouting.

3. The agreed stopping places (which may be altered by eCarrier in case of necessity) are those places, except the place of departure and place of destination, set forth on the face hereof or shown in eCarrier's timetables as scheduled stopping places for the route. Carriage to be performed hereunder by several successive eCarriers is regarded as a single operation.

4. For carriage to which neither the Warsaw Convention nor the Montreal Convention applies, eCarrier's liability limitation shall not ~~exceed~~ be less than the per kilogram monetary limit set out in eCarrier's tariffs or general conditions of carriage for cargo lost, damaged or delayed, provided that any such limitation of liability in an amount less than 17 SDR per kilogram will not apply for carriage to or from the United States.

5./5.1 Except when the eCarrier has extended credit to the consignee without the written consent of the shipper, the shipper guarantees payment of all charges for the carriage due in accordance with eCarrier's tariff, conditions of carriage and related regulations, applicable laws (including national laws implementing the Warsaw Convention and the Montreal Convention), government regulations, orders and requirements.

5.2 When no part of the consignment is delivered, a claim with respect to such consignment will be considered even though transportation charges thereon are unpaid.

6./6.1 For cargo accepted for carriage, the Warsaw Convention and the Montreal Convention permit shipper to increase the limitation of liability by declaring a higher value for carriage and paying a supplemental charge if required.

6.2 In carriage to which neither the Warsaw Convention nor the Montreal Convention applies eCarrier shall, subject to its in accordance with the procedures set forth in its Ggeneral Econditions of Ecarriage and applicable tariffs, permit shipper to increase the limitation of liability by declaring a higher value for carriage and paying a supplemental charge if so required.

7./7.1 In cases of loss of, damage or delay to part of the cargo, the weight to be taken into account in determining eCarrier's limit of liability shall be only the weight of the package or packages concerned.

7.2 Notwithstanding any other provisions, for "foreign air transportation" as defined by the U.S. Transportation Code:

7.2.1 in the case of loss of, damage or delay to a shipment, the weight to be used in determining eCarrier's limit of liability shall be the weight which is used to determine the charge for carriage of such shipment; and

7.2.2 in the case of loss of, damage or delay to a part of a shipment, the shipment weight in 7.2.1 shall be prorated to the packages covered by the same air waybill whose value is affected by the loss, damage or delay. The weight applicable in the case of loss or damage to one or more articles in a package shall be the weight of the entire package.

8. Any exclusion or limitation of liability applicable to eCarrier shall apply to eCarrier's agents, employees, and representatives and to any person whose aircraft or equipment is used by eCarrier for carriage and such person's agents, employees and representatives.

9. Carrier undertakes to complete the carriage with reasonable dispatch. Where permitted by applicable laws, tariffs and government regulations, eCarrier may use alternative carriers, aircraft or modes of transport without notice but with due regard to the interests of the shipper. Carrier is authorised by the shipper to select the routing and all intermediate stopping places that it deems appropriate or to change or deviate from the routing shown on the face hereof.

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

10.1 In the case of loss of, damage or delay to cargo a written complaint must be made to eCarrier by the person entitled to delivery. Such complaint must be made:

10.1.1 in the case of damage to ~~or partial loss of~~ the cargo, immediately after discovery of the damage and at the latest within 14 days from the date of receipt of the cargo;

10.1.2 in the case of delay, within 21 days from the date on which the cargo was placed at the disposal of the person entitled to delivery.

10.1.3 in the case of non-delivery of the cargo, within 120 days from the date of issue of the air waybill, or if an air waybill has not been issued, within 120 days from the date of receipt of the cargo for transportation by the eCarrier.

10.2 Such complaint may be made to the eCarrier whose air waybill was used, or to the first eCarrier or to the last eCarrier or to the eCarrier, which performed the carriage during which the loss, damage or delay took place.

10.3 Unless a written complaint is made within the time limits specified in 10.1 no action may be brought against eCarrier.

10.4 Any rights to damages against eCarrier shall be extinguished unless an action is brought within two years from the date of arrival at the destination, or from the date on which the aircraft ought to have arrived, or from the date on which the carriage stopped.

11. Shipper shall comply with all applicable laws and government regulations of any country ~~to, from, through or over~~ to or from which the cargo may be carried, including those relating to the packing, carriage or delivery of the cargo, and shall furnish such information and attach such documents to the air waybill as may be necessary to comply with such laws and regulations. Carrier is not liable to shipper and shipper shall indemnify eCarrier for loss or expense due to shipper's failure to comply with this provision.

12. No agent, employee or representative of eCarrier has authority to alter, modify or waive any provisions of this contract.

Note: ~~250 French gold francs is equal to approximately 17 SDR.~~