

KNOWN CONSIGNOR CODE
已知託運人號碼 (KC NO.)

貨物空運委託書
SHIPPER'S INSTRUCTIONS FOR
DISPATCH OF GOODS BY AIR

BOOKING NO. 託運號碼

SHIPPER'S NAME AND ADDRESS 付貨人名稱及地址

商業登記証號碼
BR. NO. 電話
TEL. NO.


Kayla International Logistics Limited
Your business is our priority

CONSIGNEE'S NAME AND ADDRESS 收貨人名稱及地址

電話 / 聯絡人
TEL. NO. / CONTACT PERSON

Kayla International Logistics Limited
Office Address
Unit A, 9/F, Tung Luen Industrial Building,
1-4 Yip Shing Street, Kwai Chung, N.T.
Tel: (852) 2628 3978
Fax: (852) 2628 9963
东联工业大厦, 九字樓, A 室。
业成街 1 - 4 号, 葵涌, 新界

Warehouse Address
Unit A & B, G/F, Yip Shing Industrial Building,
19-21 Yip Shing Street, Kwai Chung, N.T.
Tel: (852) 2628 3978
Fax: (852) 2628 9963
业成工业大厦地下, A & B 室
业成街 19 - 21 号, 葵涌, 新界

NOTIFY PARTY 並通知

Please receive the undermentioned cargo for delivery by ait in accordance with the terms and conditions overleaf and the conditions and provisions stated or referred to on the air waybill form of the Carrier(s).

In the case of shipments requiring transportation by air through air Carriers in the United States from the transshipment point(s) to final destination. I/we further address to accept the limit of liability of that domestic air Carrier as full settlement in the event of loss and/or damage of goods

CARRIER 航空公司名稱

AIRPORT OF DEPARTURE 起運地

EXPORT LICENCE NO. 出口証號碼

AIRPORT OF DESTINATION 目的地

AIRLINE COUNTER-SIGNATURE
航空公司加簽
 YES NO

Dangerous Goods Declaration 危險品申報 Yes 是 No 不是

MARKS & NUMBERS
唛頭

NO. OF PKGS.
數量

DESCRIPTION OF GOODS (including country of origin)
貨品名稱 (來源地)

CROSS WT. KILOS
毛重 (公斤)

MEASUREMENT
呎碼

空運費用支付
Air Freight payable at:

預付
Prepaid

到付
Collect

其它費用支付
Local Charges payable at:

預付
Prepaid

到付
Collect

Specify Currency
指定貨幣

Declared Value for Customs
報關金額

Declared Value for Carriage
運輸金額

Amount of Insurance
保險金額

C.O.D. Amount
代收金額

Special Instruction 附註

Documents accompanying Air Waybill:
附寄單據文件
 Packing List 包箱表 Certificate of Origin 來源地
 Commercial Invoice 發票 Consular Invoice 領事証
 Others: 其它

We hereby guarantee payment of all freight collect charges due to the forwarders or to the carrier if the shipment is abandoned, refused by the consignee, returned at our request, confiscated by the customs or for any other reason cannot be delivered within a reasonable time.
We also agree that the forwarders shall have all right of lien upon documents and/or goods of our Company for unpaid freights and charges and such lien shall apply until all unpaid accounts are fully settled.
We also guarantee that payment should be made right after job execution, latest 7 days after invoice date. We shall guarantee interest on all overdue accounts at 2% per month and pay reasonable legal charges in the event of judicial proceedings to enforce collection.
Other arrangements:
In case of any other or special arrangements, we agree to hold the forwarders exempt from any liability whatsoever arising out of unforeseen circumstances and/or acts of nature, etc.

Received the above shipment for:
KAYLA INTERNATIONAL LOGISTICS LIMITED

Signatory's Name in Block Letters 付貨人名稱 (以英文大楷填寫)

by

Date, Signature & Company Chop 日期及付貨人簽名蓋章

I. NOTICE APPEARING ON THE FACE OF THE AIR WAYBILL

It is agreed that the goods described herein are accepted in apparent good order and condition (except as noted) for carriage 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 SHIPPERS 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 CARRIER'S LIMITATION OF LIABILITY

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

CONDITIONS OF CONTRACT

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