

## Terms and Conditions of Carriage - Copa Airlines Courier

I hereby accept the conditions contained in this non-negotiable airway bill and warrant that the information contained in this airway bill is true and correct. The Warsaw Convention or the Montreal Convention, depending on the case, is applicable to this shipment and limits the liability of Compañía Panameña de Aviación, S.A. (COPA AIRLINES) for damage, loss or delay. Compañía Panameña de Aviación, S.A. (COPA AIRLINES) shall be liable in case of delay, loss or damage during custody and transportation, up to a maximum of 17 Special Drawing Rights (SDR) per kilo for claims under the Warsaw Convention and 22 Special Drawing Rights (SDR) per kilo for claims under the Montreal Convention. In the transportation of packages, in case of delay, the freight paid shall be refunded.

Compañía Panameña de Aviación, S.A. shall not responsible for will not be held responsible for the loss of cash, negotiable instruments or securities. Compañía Panameña de Aviación, S.A. (COPA AIRLINES) does not provide insurance for the shipment, however the shipper may pay an additional fee to make a "Declaration of Value for Transportation" for up to a maximum limit of US\$650.00, in which case the maximum liability of Compañía Panameña de Aviación, S.A. (COPA AIRLINES) is limited to the value of the actual loss or damage without exceeding the declared value for transportation or the maximum limit of US\$650.00 under any circumstances. Compañía Panameña de Aviación, S.A. (COPA AIRLINES) shall not be liable for indirect, consequential damages, commercial values or consequential losses.

Please note that this package may be inspected by the authorities of any country in which we serve either by ourselves or a third party contractor. If this package is inspected by the competent authorities of each country, Compañía Panameña de Aviación, S. A. (COPA AIRLINES) shall not be responsible for any damage, injury, or loss of property from such inspection. If you have such claim, you must submit it directly to the customs authorities in said country.

### **Terms and Conditions**

When submitting the shipment herein described for its transportation, the shipper agrees to the conditions of this agreement and accepts that this airway bill is non-negotiable and has been prepared by him or to his request, by the carrier.

1. "Shipper" means the airline or cargo carrier transporting the goods described in this guide. The Warsaw Convention means the convention for the unification of certain rules relative to the international aerial transportation signed in Warsaw in 1929. The Warsaw Convention means the convention for the unification of certain rules relative to the International Air Transportation signed in Warsaw in 1929. The Montreal Convention means the convention for the unification of certain rules relative to International Air Transportation signed in Montreal on May 28<sup>th</sup>, 1999.
2. Application of the Warsaw and Montreal Conventions. Either of these two Conventions may apply to this shipment and limit our liability for damage(s), loss or delay. In the transportation of packages, our liability for delay is limited to the reimbursement of freight (but not for expenses for additional declared securities, customs duties or taxes advanced by us in your behalf) and our liability for damage or loss is limited to the maximum amount established by each convention.
3. Provided there is not conflict with the above, the shipment contemplated herein and other services are subject to applicable laws, regulations and tariffs. Such tariffs are available

for inspection and are made a part of this agreement. The cost paid for the shipment does not include payment of customs duties, taxes or customs clearance required by each country, which must be paid by the shipper or consignee. The shipper declares to agree that the necessary routes are used so that the shipment can be directed to its final destination and accepts the stopovers that may be required for this purpose.

4. Any limitation of liability applicable to COPA AIRLINES applies equally to agents, employees and representatives of COPA AIRLINES.
5. No agent, employee or representative of COPA AIRLINES or the carrier is authorized to modify, alter, or waive any of the provisions of this agreement.
6. The shipper warrants that each item in the shipment is properly described in this airway bill and has not been declared by COPA AIRLINES to be unacceptable for transportation and that the shipment is properly labeled, addressed and packaged to ensure safe transportation with common care. The shipper hereby acknowledges that COPA AIRLINES may abandon and/or dispose of any item consigned to COPA AIRLINES by the shipper and which COPA AIRLINES has declared to be unacceptable, or which the shipper has devalued for customs purposes, or has mistakenly described herein, whether internationally or otherwise without incurring any liability whatsoever to the shipper and the shipper shall release, discharge, indemnify, and hold COPA AIRLINES harmless from any claim(s), damage(s), fine(s) or expense(s) arising therefrom.
7. No claim for damage(s), delay or loss of the goods shall subsist unless the shipper or consignee files a written claim with COPA AIRLINES, in the case of: (1) of visible damage of the goods immediately upon discovery of the damage and no later than 14 days after receipt of the goods; (2) of undelivered goods: within 120 days after the date of issuance of the airway bill. No claim for loss or damage will be handled until all transportation charges have been paid. The amount of any such claim may not be deducted from any transportation cost owed to COPA AIRLINES.
8. COPA AIRLINES has the right, but not the obligation to inspect any shipment, including, but not limited to, the opening of the shipment.
9. While COPA AIRLINES uses its best efforts to provide expedite delivery in accordance with the regular delivery schedules, COPA AIRLINES shall not be liable, under any circumstances, for delay in the pick-up, transportation or delivery of any shipment regardless of the cause of such delay. Furthermore, COPA AIRLINES shall also not be liable for any loss, damage, mistaken delivery or non-delivery: a) Due to act of nature, force majeure event or any cause reasonably beyond the control of COPA AIRLINES; or, (b) Due to electronic or magnetic damage, erasure or other similar damage suffered in any way to electronic or photographic images or in recordings.
10. Unacceptable materials for transportation, except with the express written consent of an authorized officer of COPA AIRLINES: The Company shall not transport money, jewelry, ingots, cashier's checks, antiques, stamps, liquor, precious metals, firearms, money orders, plants, drugs, tobacco, works of art, precious stones, explosives, travelers checks, animals, foodstuffs and items restricted by IATA, including hazardous or combustible materials.

11. The shipper shall comply with all applicable laws and regulations. COPA AIRLINES is not liable to the shipper for losses or expenses due to the shipper's failure to comply with this provision.
12. Shipments must contain a physical address for delivery, we do not accept shipments for P.O. Box delivery. Deliveries are made to the address on the airway bill and proof of delivery may be signed by whoever is available at the address at the time of delivery.
13. If a shipment cannot be released from customs due to country restrictions, the shipper may request its return, being responsible for the costs generated by the return; if the return is not possible, the shipment may be declared abandoned or destroyed by the pertinent authorities.