(4) NCA may cancel the carriage of cargo upon refusal of the shipper, after demand by NCA to pay the charges or portion thereof so demanded, without being subject to any liability therefore.

(5) In the event any flight or any other transportation is so cancelled, terminated, diverted, postponed, delayed or advanced at a place other than the place of destination, or the carriage of any shipment is so cancelled, terminated, diverted, postponed, delayed or advanced, NCA shall not be under any liability with respect thereto. In the event carriage of the shipment or any part thereof is so terminated, NCA may place such shipment in storage at the shipper's expense, or may, at the expense of the 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 of the shipment or any part thereof is so terminated, delivery thereof by NCA 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 NCA 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.

(6) Subject to applicable laws, government regulations and orders, NCA may determine, on a reasonable and not unjustly discriminatory basis, the priority of carriage as between shipments and as between shipments and other cargo, mail and passengers, 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 flight without all or any part of the goods in one shipment.

[E. SHIPPER'S RIGHT OF DISPOSITION OF SHIPMENT]

36. 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 NCA in writing in the form prescribed by NCA. 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.

37. SHIPPER'S OPTION

Subject to shipper's liability to carry out all his obligations under the contract of carriage and provided that this right of disposition is not exercised in such a way as to prejudice NCA or other carriers or other shippers, the shipper may dispose of the cargo either;

(1) by withdrawing it at the airport of departure or of destination;

(2) by stopping it in the course of the journey on any landing;

(3) 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

(4) by requiring it to be returned to the airport of departure.

38. PAYMENT OF EXPENSES

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

39. CARRIER'S INABILITY TO COMPLY

Notwithstanding the provision of Article 36, NCA reserves the right to refuse such execution of shipper's right of disposition, if in the opinion of NCA it is not practicable to carry out such instruction of the shipper. In such event NCA shall so inform him promptly. The cost of so doing attaches to the cargo.

40. 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 shown 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.

[F. DELIVERY]

41. 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, unless such consignee is one of the carriers participating in the carriage, in which event delivery shall be made to the person indicated on the face of the air waybill as the person to be notified. 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 law or customs regulation, and when NCA 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 Article 42 below.

(2) Delivery of the shipment shall be made by NCA 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.

42. NOTICE OF ARRIVAL

Unless the shipment is to be reforwarded in accordance with Article 47, notice of arrival of the shipment will, in the absence of other instructions, be sent to the consignee, or any other person whom NCA has agreed to notify as evidenced in the air waybill, by ordinary methods,; NCA is not liable for non-receipt or delay in receipt of such notice.

43. FAILURE OF CONSIGNEE TO TAKE DELIVERY

(1) Subject to the provisions of Article 45 below, if the consignee refuses or fails to take delivery of the shipment after its arrival at the place of delivery, NCA will endeavor to comply with any