

## **[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 exercise 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.