

## **[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 instructions of the shipper set forth on the face of the air waybill. If such instructions are not so set forth or cannot reasonably be complied with, NCA shall notify the shipper of the consignee's failure to take delivery and request his instructions. If no such instructions are received within 30 days, NCA may sell the shipment in one or more lots at public or private sale, or destroy or abandon such shipment.
- (2) The shipper and owner are liable for all charges and expenses resulting from or in connection with such failure to take delivery of the shipment, including, but not limited to, transportation charges incurred in returning the shipment if so required by the shipper's instruction. If the shipment is returned to the airport of departure and the shipper or owner refuses to make such payments or neglects to make such payments within 15 days after such return, NCA may dispose of the shipment or any

part thereof at public or private sale after giving the shipper at the address stated on the air waybill 10 days' notice of its intention to do so.

- (3) In the event of the sale of the shipment as provided for in Sub-paragraphs (1) and (2) above, either at the place of destination or at the place to which the shipment has been returned, NCA is authorized to pay to itself and other transportation services out of the proceeds of such sale all charges, advances and expenses of NCA and other transportation services plus costs of sale, holding any surplus subject to the order of the shipper. The sale of any such shipment shall, however, not discharge the shipper and/or owner of any liability to pay any deficiencies due to NCA.

#### **44. PLACE OF DELIVERY**

The consignee must accept delivery of and collect the shipment at the airport of destination unless otherwise designated by NCA or provided in NCA's Regulations.

#### **45. DISPOSAL OF PERISHABLES**

When a shipment containing perishable articles is delayed in the possession of NCA, is unclaimed or refused at place of delivery, or for other reasons is threatened with deterioration, NCA will immediately take such steps necessary for the protection of itself and other parties in interest, including, but not limited to, the destruction or abandonment of all or any part of the shipment, the sending of communications for instructions at the risk and cost of the shipper, the storage of the shipment or any part thereof at the risk and cost of the shipper, or the disposition of the shipment or any part thereof at public or private sale without notice. The sale of any such shipment shall, however, not discharge the shipper of any liability to pay any charges and expenses due to NCA.

#### **46. CARGO ATTENDANTS**

Subject to advance arrangement, NCA will transport cargo attendants for the purpose of accompanying shipments when necessary for the protection of shipment, other property, the aircraft or its crew. Except as otherwise provided in NCA's Regulations, such transportation of attendants will be subject to NCA's Conditions of Carriage.

#### **47. FORWARDING AND REFORWARDING**

The cargo (or packages said to contain the cargo) described on the face of the air waybill, is accepted for carriage from their receipt at NCA's cargo terminal or airport office at the place of departure to the airport at the place of destination. If

so specifically agreed, the cargo (or packages said to contain the cargo) described on the face of the air waybill, is also accepted for forwarding to the airport of departure and for reforwarding beyond the airport of destination. If such forwarding or reforwarding is by carriage operated by NCA such carriage shall be upon the same terms as to liability as set forth in Chapter IV. [A]. In any other event, when NCA is the issuing carrier or last carrier under the agreement to carry, respectively, in forwarding or reforwarding the cargo, NCA shall do so only as agent of the shipper, owner, or consignee, as the case may be, and shall not be liable for any damage arising out of such additional carriage, unless proved to have been caused by its own negligence or willful fault. The shipper, owner and consignee will authorize NCA to do all things deemed advisable to effect such forwarding or reforwarding, including but without limitation, selection of the means of forwarding or reforwarding and the routes thereof (unless these have been specified by the shipper in air waybill), execution and acceptance of documents of carriage (which may include provisions exempting from or limiting liability) and consigning of cargo with no declaration of value, notwithstanding any declaration of value in the air waybill.

#### **48. TERMINAL SERVICE CHARGES**

Terminal service charges as described in NCA's Regulations will be assessed to the shipper or consignee named in the air waybill, as applicable, and will apply whenever such services are performed by NCA.