# BRAZIL LOCAL SALES CONDITIONS (LSC) FOR EMIRATES SKYCARGO



Valid from 01 April 2024

These Local Sales Conditions apply to all sales of air cargo transportation departing from **Brazil** including services incidental thereto, by or on behalf of Emirates SkyCargo. These Local Sales Conditions set out the specific booking and operational conditions which apply to Emirates SkyCargo cargo transportation sales in **Brazil**.

We reserve the right to modify these Local Sales Conditions at any time and without notice we therefore, advise you to check the latest document regularly for updates and in particular, prior to making any new bookings.

#### Carriage of Cargo by Emirates SkyCargo is governed by the following:

- (i) Conditions of Carriage for Cargo and Conditions of Contract as displayed on the back of the Air Waybill can also be found at; <a href="https://www.skycargo.com/conditions-of-carriage/">https://www.skycargo.com/conditions-of-carriage/</a>
- (ii) Local Sales Conditions, as applicable by country

These Local Sales Conditions are governed by and in accordance with the above-mentioned conditions. Except as otherwise stated, in the event of any discrepancies and/or inconsistencies the order of precedence shall be as listed above (i) to (ii).

The Shipper and/or the representing Agent (referred to as "Customer" hereinafter) are deemed to accept the abovementioned documents in full for all bookings for Carriage of Cargo by Emirates SkyCargo.

#### **Rate Applicability**

Emirates SkyCargo rates for cargo transportation are based on the booking information provided by Customer, excluding any applicable surcharges, taxes, levies, fees, and other charges (e.g., related to screening, customs, DGR handling, etc.). Rates may be modified in the event of any change in the booking details.

Rate applied is as per product code captured at the time of booking and may only be modified in the event of any change in product detail prior to delivery of shipment. After flight departure no change in product will be permitted and rate applied will be based on the booking detail. It is the agent's responsibility to ensure the product code matches the rate applied prior to shipment departure. All rates are based on the issuance date of the Air Waybill (AWB).

The Emirates SkyCargo rates applicable for each booking are based on the Brazil of and point of sale in USD.

Emirates SkyCargo reserves the right to terminate rates on the published tariff sheet with one (1) week's notification. Emirates SkyCargo also reserves the right to amend, add or subtract surcharges (subject to applicable laws and regulations) on fuel, security, or external cost factors beyond its control and any such changes will be published with seven (7) days' notice.

Weight breakpoints are only applicable for Emirates SkyCargo's net-rates, as specified on the published tariff sheet.

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#### 1. Spot Quotes

A spot quote is a one-time rate offered based on shipment details provided at time of the quote. All spot quotes are valid for seven (7) days only and should be accepted and booked within that period to avail the quote price.

The spot quote reference numbers should be provided at the time of booking to avail the spot quote rate. Capacity on spot-based cargo is subject to availability and approval by Emirates SkyCargo.

#### 2. Charges Collect

The Emirates SkyCargo team at your respective station(s) will specify the applicability of Charges Collect by destination.

#### 3. Other Charges

Applicable surcharges, taxes, duties, fees and other charges are applicable as mentioned in this document (see Annexure 1) or through your local Emirates SkyCargo office. We advise you to consult them regularly in case of changes, and particularly, prior to making a booking.

Ground Handling Agents ("GHA") may apply additional charges not included in the surcharges and other charges specified in this document. Please check with the local Emirates SkyCargo office for details.

#### 4. Booking Conditions

Cargo shipment bookings for Emirates SkyCargo should be made in accordance with the terms of the Local Sales Conditions, either online via <a href="www.SkyCargo.com">www.SkyCargo.com</a> or via other contracted booking portals, or via a direct connection (system-to-system), by email, or by telephone using the contact details of the Emirates SkyCargo customer service office at your respective station(s).

Find your local Emirates SkyCargo office details on <a href="https://www.skycargo.com/contact-us?tab=2">https://www.skycargo.com/contact-us?tab=2</a>.

#### 5. LTA, Low-Show and No-Show Policy

#### 5.1. LTA

A Large Tonnage Agreement (LTA) is an agreed signed document required for shipments over:

- (i) Five (5) tonnes or more on a passenger flight
- (ii) Ten (10) tonnes or more on a full freighter

Cancellation, No-Show, and Low-Show charges will be applied as per Emirates SkyCargo's LTA policy.

Notice of Cancellation by Customer	Agreed Compensation Payable by Customer					
Less than 96 hours but more than 72 hours written notice before the agreed Cut-Off time for the booking	50% of the total charges (including air freight rates and any other charges)					
Less than 72 hours but more than 48 hours written notice before the agreed Cut-Off time for the booking	75% of the total charges (including air freight rates and any other charges)					
Less than 48 hours written notice before the agreed Cut-Off time for the booking	100% of the total charges (including air freight rates and any other charges)					

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#### 5.2. Low-Show Policy

A Low-Show is where the chargeable weight on the booking is reduced by more than **one (1) tonne** without giving a notice of at least **forty-eight (48)** hours (or 2 working days) before departure. The tonnage reduction is the difference between the tendered chargeable weight and the chargeable weight of the last booking confirmation. In this instance, Emirates SkyCargo will charge **50%** of the tonnage reduction at the booked rate on freight amount as per booked product.

#### 5.3. No-Show Policy

A No-Show is a booking that is not cancelled or rebooked at least **forty-eight (48)** hours (or 2 working days) before departure, or which is delivered after the cut-off time. Any cancellation of a confirmed booking will result in a **100%** cancellation penalty. In case of a No-Show, the AWB will be frozen and cannot be reused. The applicable No-Show fee will be charged to the AWB used for the booking on freight amount as per booked product.

#### 6. Cut-Off Time

The customer is responsible for tendering the shipment to the carrier as "Ready for Carriage" according to the terms stipulated in Article 3 of the Emirates SkyCargo - General Conditions of Carriage for Cargo.

Shipments departing **Brazil** must be tendered before the cut-off time indicated below. Cut-off times may vary based on size, product, and station in the country of origin.

RIO DE JANEIRO (GIG)										
Product	Built-up Unit (BUP)	Loose	Additional Information							
General Cargo	N/A	12 hours (720 mins)	-							
Priority Cargo	N/A	10 hours (600 mins)	-							
Special Products*	N/A	10 hours (600 mins)	-							
SÃO PAULO (GRU)										
Product	Built-up Unit (BUP)	Loose	Additional Information							
General Cargo	N/A	12 hours (720 mins)	-							
Priority Cargo	N/A	10 hours (600 mins)	-							
Special Products*	N/A	10 hours (600 mins)	-							

<sup>\*</sup> Special Products Cargo includes the following product codes: Dangerous Goods including ELI/ELM, Pharmaceuticals, and Perishable RCS and Documentation formalities must be completed prior to the above-mentioned cut-off timings.

#### 7. Export Trucking

Drop-off location Cargo acceptance conditions

- The acceptance of transport by the carrier or its service provider from a shipper/shipper's agent at drop off location (offline) does not imply that the cargo is ready to uplift.
- Cargo will be uplifted on a booked flight after completing all acceptance, security and safety requirement checks at Carrier's gateway station after unloading of the cargo from the truck.
- Should the acceptance check fail at Carrier's gateway station, the shipper or shipper's agent is responsible
  to ensure cargo is make ready for acceptance or return it back at their own cost with no liability to Carrier.

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#### 8. Claims and/or Complaints

All claims and/or complaints (including requests to investigate temperature deviations) should preferably be sent through the Emirates SkyCargo customer support portal - <a href="https://www.skycargo.com/feedback-and-complaints/">https://www.skycargo.com/feedback-and-complaints/</a>

#### 9. Invoicing and Payments

Any dispute in the invoice amount should be notified to the carrier immediately or up until 90 days of the invoice date. If the dispute is not raised within this time period, the invoice shall be deemed to have been accepted. A CCA can be raised up to a maximum of 12 months from AWB issue date and subjected to a CCA Fee.

A Charges Correction Advice ("CCA") fee of **USD 20** will apply on all CCA's when issued post 90 days (based on invoice date).

Invoice queries should be addressed to <a href="mailto:emiratesreservation@scandcargo.com">emiratesreservation@scandcargo.com</a>

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#### Annexure 1 - Other Charges Applicable

CODE	DESCRIPTION	ORIGIN	DESTINATION	PRODUCT CODE	SPECIAL HANDLING CODE (SHC)	CURRENCY	CHARGE	CHARGE BY	ADDITIONAL INFORMATION	EFFECTIVE From	VALID Till
AW	Air Waybill Shipment Record Preparation Fee	BR	World Wide	-	-	USD	1.00	Per MAWB	-	30-Apr-09	31-Dec-99
СВ	MAWB Manual Data Entry	BR	World Wide	-	-	USD	7.50	Per MAWB	-	01-Jul-22	31-Dec-99
СС	HAWB Manual Data Entry	BR	World Wide	-	-	USD	7.50	Per HAWB	-	01-Jul-22	31-Dec-99
CD	HAWB Electronic Transmission	BR	World Wide	-	-	USD	2.50	Per HAWB	-	09-Feb-22	31-Dec-99
CG	MAWB Electronic Transmission	BR	World Wide	-	-	USD	2.50	Per MAWB	-	09-Feb-22	31-Dec-99
СН	Customs/ Regulatory Hndling at Origin	BR	World Wide	-	-	USD	0.01	Per MAWB	-	01-Jun-08	31-Dec-99
DB	Disbursement Fee Collected from Consignee for Advance Charges.	BR	World Wide	-	-	USD	Min Amount \$20 and charge as \$10 per shipment	Per MAWB	Other Charges Due Agent.	23-Jul-09	31-Dec-99
DH	Air Waybill Amendment by Cargo Charges Correction Advice	BR	World Wide	-	-	USD	20.00	Per MAWB	-	27-Jun-09	31-Dec-99
DK	India HUM Release Order	BR	IN	GCR (Emirates AirFreight)	ним	USD	39.00	Per MAWB	-	10-May-22	31-Dec-99
IN	Erbil Insurance	BR	EBL	-	-	USD	0.15	Per Kg (Chg Wgt)	-	16-Nov-22	31-Dec-99
MC	Trivandrum Handling Charges	BR	TRV	-	-	USD	0.06	Per Kg (Chg Wgt)	-	10-May-22	31-Dec-99
MI	Dhaka Royalty	BR	DAC	-	-	USD	0.01	Per Kg (Chg Wgt)	-	15-Sep-17	31-Dec-99
MV	PETS Arriving AU Under Pets passport	BR	AU	PET	-	USD	185.00	Per MAWB	-	10-May-22	30-Sep-23
IVIV	PETS Arriving NZ Under Pets passport	BR	NZ	PET	-	USD	185.00	Per MAWB	-	10-May-22	30-Sep-23
RA	Dangerous Goods Physical/Documentrary Inspection.	BR	World Wide		CAO-RCL-RCM-RCX-REX-RFG-RFL- RFS-RFW-RGX-RIS-RLI-RLM-RMD- RNG-ROP-ROX-RPB-RPG-RRW- RRY-RSB-RSC-RXB-RXC-RXD-RXE- RXG-RXS	USD	100.00	Per Unique UN/ID No.	-	08-Jun-23	31-Dec-99
RC	Refferral of Charge	BR	World Wide	-	RGX/RCX/RXC/RXD/RXB/RXE/RX G/RXS/SWP/MUW	USD	50.00	Per Permit	-	15-Sep-22	31-Dec-99
F	Remit Following Collection Fee - Saudi Arabia	BR	SA	-	RBM/RCM/RCX/RFG/RFL/RF S/RFW/RGX/RIS/RLI/RLM/RMD/R NG/ROP/ROX/RPB/RPG/RRW/R RY/RSC/RXB/RXC/RXD/RXE/RX G/RXS	USD	45.00	Per MAWB	-	01-Dec-22	31-Dec-99
RF		BR	SA	-	DIP	USD	45.00	Per MAWB	Charge not applicable for DIP SHC as of 30 August 2023	01-Dec-22	30-Aug-23
		BR	SA	VAL	-	USD	45.00	Per MAWB	-	01-Dec-22	31-Dec-99
	Remit Following Collection Fee - Oman Government Approval	BR	ОМ	-	SWP/MUW/RXS	USD	170.00	Per MAWB	-	20-Nov-22	31-Dec-99
	Remit Following Collection Fee - Oman Government Approval	BR	ОМ	-	RRY/RRE	USD	130.00	Per MAWB	-	20-Nov-22	31-Dec-99
	Remit Following Collection Fee - Jordan	BR	JO	-	SWP/MUW/RXS	USD	56.00	Per MAWB	-	20-Nov-22	31-Dec-99

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#### (Continued) Annexure 1 - Other Charges Applicable

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CODE	DESCRIPTION	ORIGIN	DESTINATION	PRODUCT CODE	SPECIAL HANDLING CODE (SHC)	CURRENCY	CHARGE	CHARGE BY	ADDITIONAL INFORMATION	EFFECTIVE FROM	VALID Till
TR	Transit Handling	GRU	DXB/UIO	PET & AVI	-	USD	0.00	Per MAWB	N/A for DXB/UIO terminating shipments on direct flights.	10-May-22	31-Dec-99
		GIG	DXB/EZE	PET & AVI	-	USD	0.00	Per MAWB	N/A for DXB/EZE terminating shipments on direct flights.	10-May-22	31-Dec-99
		BR	World Wide	AVI	-	USD	189.00	Per MAWB	N/A for DXB terminating shipments. and Excluding 1024/1026/1054/1059/1091/1093/E000 4/E0005/E0006/E0012.	22-May-22	31-Dec-99
		BR	World Wide	PET	-	USD	Minimum \$120 for one piece. \$26 for aditional piece.	Per Piece	N/A for DXB terminating shipments	08-Jun-22	31-Dec-99
		BR	MCT	VAL	-	USD	40.00	Per MAWB	-	15-Sep-22	31-Dec-99
		BR	TRV	VAL	-	USD	55.00	Per MAWB	-	15-Sep-22	31-Dec-99
		BR	BLR	VAL	-	USD	55.00	Per MAWB	-	15-Sep-22	31-Dec-99
		BR	СОК	VAL	-	USD	55.00	Per MAWB	-	15-Sep-22	31-Dec-99
		BR	CCU	VAL	-	USD	55.00	Per MAWB	-	15-Sep-22	31-Dec-99
	Destination Valuable Handling Charges	BR	IST	VAL	-	USD	125.00	Per MAWB	-	10-May-22	31-Dec-99
		BR	AMM	VAL	-	USD	50.00	Per MAWB	-	10-May-22	31-Dec-99
		BR	ATH	VAL	-	USD	34.00	Per MAWB	-	10-May-22	31-Dec-99
		BR	DE	VAL / VUN	-	USD	337.00	Per MAWB	-	10-May-22	31-Dec-99
VB		BR	DE	-	SWP/MUW/RXS	USD	337.00	Per MAWB	-	10-May-22	31-Dec-99
VB		BR	BRU	VAL	-	USD	530.00	Per MAWB	-	01-Nov-21	31-Dec-99
		BR	FCO	VAL	-	USD	190.00	Per MAWB	-	01-Nov-21	31-Dec-99
		BR	MXP	VAL	-	USD	117.00	Per MAWB	-	01-Nov-21	31-Dec-99
		BR	EG	VAL	-	USD	100.00	Per MAWB	-	15-Sep-22	31-Dec-99
		BR	SG	VAL	-	USD	58.00	Per MAWB	-	15-Sep-22	31-Dec-99
		BR	SA	VAL	-	USD	133.00	Per MAWB	-	-	31-Dec-99
		BR	LON (LHR/LGW/STN)	VAL	-	USD	262.00	Per MAWB	-	15-Sep-22	31-Dec-99
		BR	PRG	VAL	-	USD	21.00	Per MAWB	-	-	31-Dec-99
		BR	KWI	VAL	-	USD	13.00	Per MAWB	-		31-Dec-99
		BR	LCA	VAL	-	USD	60.00	Per MAWB	-	01-Jul-23	31-Dec-99

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#### Annexure 2 -Local Specificities

#### A. Special Products Handling

- Emirates AirFreight Priority Product (AXA) Priority services are only available on EK operated flights and EK managed road feeder services. Capacity guarantee after confirmation, refund of rate difference between Standard and Priority Rate in case of not having delivered as promised Four digit booking reference number (provided at the time of booking) starting with "AXA" must be shown under Accounting Information on the AWB. Priority (AXA) Rates apply to all Courier Shipments.
- If remark 'AOG' is mentioned anywhere on the AWB, shipment will be subject to AOG rates and service conditions

#### Perishables

- must be packed and delivered in accordance to the IATA Perishable Cargo Regulations (PCR)
- Refer to Emirates SkyCargo Cool Conditions
- Pharmaceuticals / Temperature Controlled
- must be packed and delivered in accordance to the IATA Temperature Control Regulations (TCR)
- Envirotainer / DoKaSch / CSafe / Va-q-tec / SkyCell, leasing and other charges on request

#### Dangerous Goods

- FRA Any charges pertaining to DG not ok / re-check will be billed directly by our GHA Partner CTA to the forwarding agent
- Dangerous Goods to Saudi Arabia can only be accepted if "Import Permit" and "Ok to forward" is provided by Shipper's Agent at the time of booking

#### DG Embargos:

 EK will not accept Lithium Metal batteries under UN3090 / Lithium Ion batteries under UN3480 / UN2809 – Mercury / Any DG/UN of class 4 and 5

#### B. Non-Stackable Shipments

- Non-stackable pieces as a shipment or part of need to be advised to EK at the time of booking. The remark 'non-stackable' needs to be shown on the AWB under 'Handling Information' and the shipment needs to be properly identified with labels.
- In case none of above is provided, the shipment:
  - 1) might be stacked to improve capacity utilization, and EK will not be liable for any damage as a result of that
  - might be re-accommodated on other flights due to capacity constraints, possibly resulting in a delay of the shipment, for which EK will not assume liability
- C. VAL Shipments Import/Export embargoed in Brazil
- D. Date of AWB must be issued within 14 days of ETD