

These Local Sales Conditions apply to all sales of air cargo transportation departing from **Kenya** 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 **Kenya**.

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; <https://www.skycargo.com/conditions-of-carriage/>
- (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 above-mentioned 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. 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 country of and point of sale in **USD** excluding fuel surcharge. The calculation of the applicable fuel surcharge will be as per the fuel surcharge mechanism available at <https://www.skycargo.com/shipping-services/fuel-index/>

Emirates SkyCargo reserves the right to terminate rates on the published tariff sheet with two (2) weeks' 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.

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 www.SkyCargo.com 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 <https://www.skycargo.com/contact-us?tab=2>.

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.

<i>Notice of Cancellation by Customer</i>	<i>Agreed Compensation Payable by Customer</i>
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)

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 **Kenya** 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.

Product	Built-up Unit (BUP)	Loose	Additional Information
General Cargo	STD – 3 hours (180 mins)	STD – 4 hours (240 mins)	-
General Cargo (Freighters)	STD – 3 hours (180 mins)	STD – 5hours (300 mins)	
Priority Cargo	STD – 3 hours (180 mins)	*STD – 2 hours (120 mins)	* STD – 4 hours (240 mins) if above 100kg
Priority Cargo (Freighters)	STD – 3 hours (180 mins)	*STD – 2 hours (120 mins)	* STD – 4 hours (240 mins) if above 100kg
Special Products	STD – 3 hours (180 mins)	STD – 2 hours (120 mins)	-
Special Products (Freighters)	STD – 3 hours (180 mins)	STD – 4 hours (240 mins)	

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.

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 - <https://www.skycargo.com/feedback-and-complaints/>

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 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 150** will apply on all CCA's when issued post 90 days (based on invoice date).

Invoice queries should be addressed to skycargonbo@emirates.com

KENYA

LOCAL SALES CONDITIONS (LSC) FOR EMIRATES SKYCARGO

Valid from 01 October 2023



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	KE	Worldwide	Hard Freight / Courier	All	USD	20.00	MAWB	-	24-Feb-22	31-Dec-99
CB	COMPLETION/PREPARATION OF DOCUMENTS	KE	Worldwide	Hard Freight / Courier	All	USD	7.50	MAWB	-	01-Jul-22	31-Dec-99
CC	Manual data entry for Customs purposes	KE	Worldwide	Hard Freight / Courier	All	USD	7.50	HAWB	-	01-Jul-22	31-Dec-99
CD	CUSTOMS/REGULATORY HANDLING AT DESTINATION	KE	Worldwide	Hard Freight	All	USD	2.50	HAWB	-	09-Feb-22	31-Dec-99
CG	Electronic processing or transmission of data for Customs purposes	KE	Worldwide	Hard Freight	All	USD	2.50	MAWB	-	09-Feb-22	31-Dec-99
DK	RELEASE ORDER	KE	IN	GCR	HUM	USD	39.00	MAWB	-	10-May-22	31-Dec-99
IN	INSURANCE PREMIUM	KE	EBL	Hard Freight / Courier / Mail	ALL	USD	0.15	Per Kg (Chg Wt.)	-	28-Jun-16	31-Dec-99
LA	LIVE ANIMALS RELATED SERVICES	NBO	Worldwide	AVI	AVI	USD	46.00	MAWB	-	11-Feb-23	31-Dec-99
		NBO	Worldwide	PET	PET	USD	115.00	MAWB	-	11-Feb-23	31-Dec-99
MC	MISCELLANEOUS DUE CARRIER	KE	TRV	Hard Freight	ALL	USD	0.06	Per Kg (Chg Wt.)	-	10-May-22	31-Dec-99
MI	MISCELLANEOUS -DUE LAST CARRIER	KE	DAC	Hard Freight / Courier	ALL	USD	0.01	Per Kg (Chg Wt.)	-	10-May-21	31-Dec-99
RA	DANGEROUS GOODS PHYSICAL/DOCUMENTARY INSPECTION	NBO	Worldwide	GCR	RFS,RLM,RNG,RPB,RRY,REX,RHF,RLI,RPG,MAG,RMD,RSB,RXB,RXC,CAO,SWP,RBM,RCX,RIS,RSC,ROP,RXE,RCL,RGX,ROX,RCM,RFL,RFW,RRW,RBI,RFG,RXD,RXG,RXS	USD	80.00	MAWB	-	02-Jul-18	31-Dec-99
RC	REFERRAL OF CHARGE	KE	Worldwide	GCR	MUW,RXC,RXB,SWP,RCX,RXE,RGX,RXS,RXG,RXD	USD	50.00	MAWB	-	15-Sep-22	31-Dec-99
RF	REMIT FOLLOWING COLLECTION FEE	KE	JO	GCR	MUW,SWP,RXS	USD	56.00	MAWB	-	20-Nov-22	31-Dec-99
		KE	OM	GCR	MUW,SWP,RXS	USD	170.00	MAWB	-	20-Nov-22	31-Dec-99
		KE	OM	GCR	RRY,RRE	USD	130.00	MAWB	-	20-Nov-22	31-Dec-99
		KE	SA	GCR	RFS,RLM,RNG,RPB,RRY,RLI,RPG,RMD,RXB,RXC,RBM,RCX,RIS,RSC,ROP,RXE,DIP,RGX,ROX,RCM,RFL,RFW,RRW,RFG,RXD,RXG,RXS	USD	45.00	MAWB	-	01-Dec-22	31-Dec-99
		KE	SA	VAL	VAL	USD	45.00	MAWB	-	01-Dec-22	31-Dec-99
TR	TRANSIT HANDLING	NBO	Worldwide (except LUN & DXB)	PET	PET	USD	26.00	Per PC	Minimum - 94.00	15-Oct-22	31-Dec-99
		NBO	Worldwide (except LUN & DXB)	AVI	AVI	USD	189.00	MAWB	-	12-Feb-23	31-Dec-99

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LOCAL SALES CONDITIONS (LSC) FOR EMIRATES SKYCARGO

Valid from 01 October 2023



(Continued) 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
VB	SECURITY(ARMED GUARD.ESCORT) HANDLING	KE	AMM	VAL	VAL	USD	50.00	MAWB	-	10-May-22	31-Dec-99
		KE	ATH	VAL	VAL	USD	34.00	MAWB	-	10-May-22	31-Dec-99
		KE	BLR	VAL	VAL	USD	55.00	MAWB	-	15-Sep-22	31-Dec-99
		KE	BRU	VAL	VAL	USD	535.00	MAWB	-	10-May-21	31-Dec-99
		KE	CCU	VAL	VAL	USD	55.00	MAWB	-	15-Sep-22	31-Dec-99
		KE	COK	VAL	VAL	USD	55.00	MAWB	-	15-Sep-22	31-Dec-99
		KE	DE	VAL,VUN	VAL,VUN	USD	337.00	MAWB	-	10-May-22	31-Dec-99
		KE	DE	GCR	MUW,SWP,RXS	USD	337.00	MAWB	-	10-May-22	31-Dec-99
		KE	EG	VAL	VAL	USD	100.00	MAWB	-	15-Sep-22	31-Dec-99
		KE	FCO	VAL	VAL	USD	191.00	MAWB	-	10-May-22	31-Dec-99
		KE	IST	VAL	VAL	USD	125.00	MAWB	-	10-May-22	31-Dec-99
		KE	KWI	VAL	VAL	USD	13.00	MAWB	-	20-May-23	31-Dec-99
		KE	LCA	VAL	VAL	USD	60.00	MAWB	-	20-May-23	31-Dec-99
		KE	LON	VAL	VAL	USD	262.00	MAWB	-	15-Sep-22	31-Dec-99
		KE	MCT	VAL	VAL	USD	40.00	MAWB	-	10-May-22	31-Dec-99
		KE	MXP	VAL	VAL	USD	112.00	MAWB	-	10-May-22	31-Dec-99
		KE	PRG	VAL	VAL	USD	21.00	MAWB	-	15-Sep-22	31-Dec-99
		KE	SA	VAL	VAL	USD	133.00	MAWB	-	15-Sep-22	31-Dec-99
KE	SG	VAL	VAL	USD	58.00	MAWB	-	15-Sep-22	31-Dec-99		
KE	TRV	VAL	VAL	USD	55.00	MAWB	-	15-Sep-22	31-Dec-99		