

Valid from 01 April 2024

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

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; <u>https://www.skycargo.com/conditions-of-carriage/</u>
- (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.

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 country of and point of sale in **KWD** excluding fuel surcharge. The calculation of the applicable fuel surcharge will be as per the fuel surcharge mechanism available at <u>https://www.skycargo.com/shipping-services/fuel-index/</u>

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 <u>www.SkyCargo.com</u> 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.

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 **Kuwait** 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	N/A	STD – 7 hours (420 mins)	-		
Priority Cargo	N/A	STD – 4 hours (240 mins)	-		
Special Products	N/A	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.



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

# 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 **KWD 10** will apply on all CCA's when issued post 90 days (based on invoice date).

Invoice queries should be addressed to <a href="mailto:skycargokwi-sales@emirates.com">skycargokwi@emirates.com</a> and <a href="mailto:skycargokwi@emirates.com">skycargokwi@emirates.com</a> and <a href="mailto:skycargokwi@emirates.com">skycargok



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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	KWI	Worldwide	All	All	KWD	2.00	MAWB	-	01-Nov-15	31-Dec-99
СВ	COMPLETION/PREPARATION OF DOCUMENTS	KWI	Worldwide	All	All	KWD	3.00	MAWB	-	01-Jul-22	31-Dec-99
cc	Manual data entry for Customs purposes	KWI	Worldwide	All	All	KWD	3.00	HAWB	-	01-Jul-22	31-Dec-99
CD	CUSTOMS/REGULATORY HANDLING AT DESTINATION	KWI	Worldwide	All Hard Freight	All	KWD	1.00	HAWB	-	24-Jun-22	31-Dec-99
CG	Electronic processing or transmission of data for Customs purposes	KWI	Worldwide	All Hard Freight	All	KWD	1.00	MAWB	-	09-Feb-22	31-Dec-99
DK	RELEASE ORDER	KWI	IN	HUM	HUM	KWD	12.00		-	10-May-22	31-Dec-99
IN	INSURANCE PREMIUM	KWI	EBL	ALL	ALL	KWD	0.05	Per Kg (Chg Wt.)	-	28-Jun-16	31-Dec-99
мс	MISCELLANEOUS DUE CARRIER	KWI	TRV	All	All	KWD	0.02	Per Kg (Chg Wt.)	-	10-May-22	31-Dec-99
м	MISCELLANEOUS -DUE LAST CARRIER	KWI	DAC	All Hard Freight	All	KWD	0.01	Per Kg (Chg Wt.)	-	10-May-22	31-Dec-99
RA	DANGEROUS GOODS PHYSICAL/DOCUMENTARY INSPECTION	KWI	Worldwide	GCR	RBI-RBM-RCL-RCM-RCX-REX-RFG- RFL-RFS-RFW-RGX-RHF-RIS-RLI- RLM-RMD-RNG-ROP-ROX-RPB- RPG-RRW-RRY-RSB-RSC-RXB-RXC- RXD-RXE-RXG-RXS-CAO-ACT	KWD	25.00	MAWB		21-Jan-22	31-Dec-99
RC	REFERRAL OF CHARGE	KWI	Worldwide	GCR	MUW/RCX/RGX/RXB/RXC/RXD/R XE/RXG/RXS/SWP	KWD	15.30	MAWB	-	15-Sep-22	31-Dec-99
		KWI	OM	GCR	SWP/MUW/RXS	KWD	53.00	MAWB	-	20-Nov-22	31-Dec-99
	REMIT FOLLOWING COLLECTION FEE	KWI	OM	GCR	RRY/RRE	KWD	40.00	MAWB	-	20-Nov-22	31-Dec-99
		KWI	OL	GCR	SWP/MUW/RXS	KWD	40.00	MAWB	-	20-Nov-22	31-Dec-99
RF		KWI	SA	VAL	VAL	KWD	14.00	MAWB	-	01-Dec-22	31-Dec-99
RF.		KWI	SA	GCR	RBM/RCM/RCX/RFG/RFL/RFS/RF W/RGX/RIS/RLI/RLM/RMD/RNG/ ROP/ROX/RPB/RPG/RRW/RRY/RS C/RXB/RXC/RXD/RXE/RXS/RXG	KWD	14.00	MAWB	Removed the DIP from SHC	01-Nov-23	31-Dec-99
SD	DELIVERY SERVICE SURFACE CHARGE - DESTINATION	ĸwi	TRV	All	All	KWD	0.02	Per Kg (Chg Wt.)	Per Transaction	01-Oct-19	31-Dec-99
		KWI	Worldwide (except DXB)	AVI	AVI	KWD	58.00	MAWB		21-May-22	31-Dec-99
TR	TRANSIT HANDLING	ĸwi	Worldwide (except DXB)	PET	PET	KWD	37.00 for first crate + 8.00 for each additional crate	Per PET/Per Cage		08-Jun-22	31-Dec-99

Annexure 1 - Other Charges Applicable



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(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
		KWI	SA	VAL	VAL	KWD	41.00	MAWB	-	15-Sep-22	31-Dec-99
		KWI	MCT	VAL	VAL	KWD	12.20	MAWB	-	10-May-22	31-Dec-99
		KWI	LCA	VAL	VAL	KWD	18.00	MAWB	-	20-May-23	31-Dec-99
		KWI	CCU	VAL	VAL	KWD	17.00	MAWB	-	15-Sep-22	31-Dec-99
		KWI	СОК	VAL	VAL	KWD	17.00	MAWB	-	15-Sep-22	31-Dec-99
		KWI	BLR	VAL	VAL	KWD	17.00	MAWB	-	15-Sep-22	31-Dec-99
		KWI	TRV	VAL	VAL	KWD	17.00	MAWB	-	15-Sep-22	31-Dec-99
		KWI	EG	VAL	VAL	KWD	31.00	MAWB	-	15-Sep-22	31-Dec-99
		KWI	SG	VAL	VAL	KWD	18.00	MAWB	-	15-Sep-22	31-Dec-99
VB	SECURITY(ARMED GUARD.ESCORT) HANDLING	KWI	LON	VAL	VAL	KWD	80.00	MAWB	-	15-Sep-22	31-Dec-99
		KWI	PRG	VAL	VAL	KWD	6.00	MAWB	-	15-Sep-22	31-Dec-99
		KWI	IST	VAL	VAL	KWD	38.00	MAWB	-	10-May-22	31-Dec-99
		KWI	AMM	VAL	VAL	KWD	15.00	MAWB	-	10-May-22	31-Dec-99
		KWI	ATH	VAL	VAL	KWD	10.00	MAWB	-	10-May-22	31-Dec-99
		KWI	DE	VAL/VUN	VAL/VUN	KWD	102.00	MAWB	-	10-May-22	31-Dec-99
		KWI	DE	GCR	RXS/SWP/MUW	KWD	102.00	MAWB	-	10-May-22	31-Dec-99
		KWI	BRU	VAL	VAL	KWD	168.00	MAWB	-	20-Jan-22	31-Dec-99
		KWI	FCO	VAL	VAL	KWD	58.00	MAWB	-	20-Jan-22	31-Dec-99
		KWI	МХР	VAL	VAL	KWD	34.00	MAWB	-	20-Jan-22	31-Dec-99

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

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#### Annexure 2 – Local Specificities

#### A. Acceptance:

- An agent / Freight forwarder needs to be Appointed for Export formalities.
- BUP not allowed in Kuwait as per customs regulations.
- Special cargo are subject to prior approval from transit and destination.
- All shipment are subject to flight / space availabilities and approvals if any.
- Authorities may ask to perform additional task and may open the shipment if required.
- All the documents need to be pre-verified by GHA upon acceptance.
- All shipment packing needs to be airworthy.
- Shipper's responsibilities need to be met.
- EK reserves the right to reject the shipment at any time.
- EK reserves the right to change the flight as per circumstances.